

**AGREEMENT  
FOR ENGINEERING SERVICES**

THIS CONTRACT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between ASSOCIATED ENGINEERING AND TESTING, LLC hereinafter referred to as "Contractor"; and the City of Jonesboro, Arkansas, hereinafter referred to as "Owner";

WHEREAS, the Owner wish to engage Contractor in accordance with the terms and conditions herein to provide engineering services related to the MASTER STREET PLAN, hereinafter referred to as the "Project"; and

WHEREAS, Contractor desires to perform said services for the Owner in accordance with the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor for said services and the other conditions, covenants and agreements herein contained, the Contractor and the Owner hereby agree as follows:

**1. Basic Agreement**

**A. Contractor shall perform the following services:**

1. Collect existing and historic data/documentation from the Cities, Craighead County Engineering and Planning Offices, and the Metropolitan Area Planning Commission and various planning commissions in the MPO Urbanized Area.
  2. Review the existing Thoroughfare Plans and the current Comprehensive Plans. The review will include an analysis of anticipated future land uses and their spatial relationships to the existing and proposed transportation network of the MPO Urbanized Area.
  3. Inventory of Existing Right of Ways/Widths. Combine previous studies and information to the extent that the data can be manipulated within the GIS format. (Does not include title research or field work to verify existing available data previously done by others)
  4. Review existing population projections and population characteristics (age composition, household/family size, etc.) to assure the most current information is being used. These projections will be utilized as a basis for future traffic generations.
  5. Review existing and historical traffic counts obtained by the city, Arkansas State Highway and Transportation Department (AHTD) (or any other entities) to identify heavily traveled corridors, underutilized roadways and determine general traffic flow patterns.
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6. Review existing and anticipated roadway capacity problems based on existing traffic counts and proposed traffic congestions. The consultant shall develop a template showing traffic volumes that can be accommodated by City of Jonesboro Typical Roadway Sections based on the number of lanes. If any street classified as a collector and/or arterial is anticipated to carry more traffic than a defined number of vehicles, then that section will be identified as deficient. This will be based on Institute of Transportation Engineers (ITE) Levels of Services.
7. Prepare a list of capacity improvement alternatives based on the results of item 6 above. The capacity improvement alternatives will include new links, roadway widening, intersection capacity improvements, and alignment corrections.
8. Prepare planning level cost estimates for improvements identified in Item 6 above.
9. Prepare a written report related to the thoroughfare plan.
10. Conduct public meetings throughout the development of the thoroughfare plan. The meetings will be "open house" style with work and draft materials on display over an extended period of time. At least for three (3) hours. The public would be able to visit and review work and discuss issues of interest one-on-one with city and consultant staff. The public will have the capability of providing both written and oral communications to staff at the meetings. The consultant shall be responsible for providing all displays, comment cards, and meeting minutes for each meeting.
11. Identification of existing plans. (see Item 2 above)  
Responsibility and Authority. (No deliverable or billing required)  
Inventory of Existing Right of Ways/Widths. (See Item 3 above.)  
(This item was previously contracted to Fisher-Arnold Engineering)
12. Future Proposed Arterials/Collectors/Extensions/Improvements/Widening.  
(See Item 7 above)
- 12a. Functional Classification including cross sections.
- 12b. Public Right-of-Way and Geometric Design Standards showing bikeways, walkways, buffers and medians.
13. Minimum Roadway and Process Requirements. (Includes all #13Items)
- 13a. Roadway and process Requirements. (Included in various items above)
- 13b. Responsibility and Authority.
- 13c. Plat Approval.

13d. Road Zones & Zonal Options. (Included in various items above)

13e. Penalty for Non-Compliance of Master Street Plan.

13f. Notification of Road Work.

13g. Policy/Procedure/Acceptance of Streets & Roads.

13h. Private or Commercial Drives, Public Drives and Residential Drives.

B. Contractor shall complete services "1" through "13h" above in one-hundred ninety (190) calendar days upon issuance of the notice-to-proceed.

C. Owner shall pay Contractor a Lump Sum amount of Forty-Five Thousand Two Hundred Fifty Dollars and No Cents (\$ 45,250.00) for services "1" through "13h". The total compensation due the Contractor for services performed in accordance with this agreement shall not exceed the lump sum amount above.

## 2. Additional Services

A. Any changes to the scope of work or additional services requested by the Client shall be invoiced on an hourly basis using Associated Engineering and Testing, LLC's current Fee Schedule. (see Attachment "A")

## 3. Payment Procedures

A. Invoices for services performed pursuant to this Contract shall be submitted no more than once per month to the Owner's agent responsible for the administration of this Contract.

B. Invoices shall be submitted on forms acceptable to the Owner, and shall be paid within 30 calendar days upon approval of the Owner's agent. Invoices in dispute shall be returned to the Contractor without payment.

## 4. Termination

A. The Owner reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the services in accordance with the terms and conditions contained herein. The Owner shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.

B. The Owner reserves the right to terminate this contract for convenience at any time during the term of the Contract which shall be effective upon the receipt of notice by the Contractor.

5. Fair Employment Practices -Neither Contractor nor the Contractor's agents and employees shall discriminate against any employee or applicant for employment, or be employed in the performance

of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status.

6. Independent Contractor -The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

7. Indemnification -Contractor shall indemnify, defend and save harmless the Owner, or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, including reasonable attorney's fees arising out of the activities of Contractor or of Contractor's agents, servants, or employees. The Contractor shall not be required to indemnify the Owners for any damage resulting from the negligence of the Owners or their employees. In this connection, Contractor shall carry insurance in the following kinds and minimum limits as indicated:

A. Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all his employees, and in the case of any work sublet, the Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$500,000 in an insurance company authorized to write such insurance in all states where the Contractor will *have* employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain equivalent insurance.

B. General Liability Insurance. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owner against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be a combined single limit of \$500,000 and \$1,000,000 aggregate.

i. The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto including contractual liability; and,

ii. The property damage coverage shall include a Broad Form Property Damage Endorsement and shall include the following extensions of coverage: Contractual Liability, Products Liability and/or Completed Operations.

C. Automobile Liability Insurance. The Contractor shall take out and maintain during the life of this contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or nonowned automobiles used by or for him in any capacity in connection with the carrying out this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

i. Bodily Injury Limits	\$ 500,000 Each Person \$1,000,000 Each Occurrence
ii. Property Damage Limit	\$ 500,000 Each Occurrence
iii. Combined Single Limit	\$1,000,000 Each Occurrence

D. Professional Liability Insurance. The Contractor shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Contractor against claims for damages resulting from the Contractor's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than \$1,000,000 excluding defense costs and claim expenses.

E. Certificate of Insurance. The insurance specified above shall be written by a company duly authorized and licensed to do business in the State of Arkansas and shall be maintained until Contractor's work has been completed and accepted by the Owner. A certificate of insurance evidencing policies required shall be furnished to the Owner, such certificate shall specifically indicate that insurance policies shall give the Owner at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.

#### 8. Applicable Laws and Permits

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

9. Owners Representatives -The Owner hereby designates the Public Works Director as the Owners agent responsible for the administration of this Contract.

10. Industry Standards -Contractor warrants to the Owner that the services to be performed under this agreement shall be in accordance with accepted and established surveying practices and procedures and that Contractor's services will conform to the requirements of this Agreement.

11. Subcontractors -Contractor warrants that no subcontractors will be used in the performance of this Agreement without Owner's written approval. In the event Owner authorizes the use of Subcontractors, Owner may require a payment bond. Use of illegals is prohibited.

12. Assignment -This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

13. Governing Law -This Contract shall be governed by and interpreted in accordance with the laws of the State of Arkansas.

14. Deliverables are property of owner—no unauthorized use without express written consent of owner.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

ATTEST:

CITY OF JONESBORO, ARKANSAS

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved by Resolution No. \_\_\_\_\_

Dated \_\_\_\_\_

EXECUTION BY CONTRACTOR

Associated Engineering and Testing, LLC  
Name of Corporation

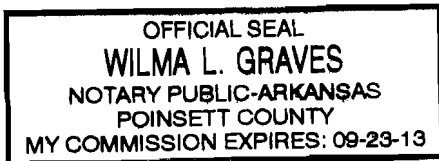
P.O. Box 1462, Jonesboro, AR 72403  
(Address)

ATTEST:

Wilma L. Graves (SEAL)  
Notary 4/2/08

By: [Signature]  
Kenneth L. Scrape

Managing Partner  
Legal Title of Official



# ***Associated Engineering and Testing, LLC***

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Ph: (870) 932-3594 – Fax: (870) 935-1263

## **Standard Fee Schedule For Engineering/Surveying Services (Revised: July 1, 2007)**

Principal .....	\$ 150.00/hr
Project Manager .....	\$ 135.00/hr
Senior Engineer .....	\$ 105.00/hr
Design Engineer .....	\$ 90.00/hr
Registered Surveyor .....	\$ 70.00/hr
Senior Technician .....	\$ 75.00/hr
Technician/CADD/GIS .....	\$ 51.00/hr
Administrative .....	\$ 39.00/hr
GPS Survey Crew .....	\$150.00/hr
4-Man Survey Crew .....	\$125.00/hr
3-Man Survey Crew .....	\$ 100.00/hr
2-Man Survey Crew .....	\$ 90.00/hr