

AGREEMENT FOR ENGINEERING SERVICES

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

THIS AGREEMENT made, entered into and executed this the 21st day of June, 2005, by and between the

CITY OF JONESBORO, ARKANSAS

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 "Engineer", acting herein, by and through one of its Principals, who is duly authorized by the Engineer. Such improvements are hereinafter called the "Project".

NOW, THEREFORE, THE Owner and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I - EMPLOYMENT OF ENGINEER

Owner agrees to employ the Engineer and the Engineer agrees to perform services in connection with the project work. The Engineer will be compensated for any preliminary work performed to develop the project in accordance with Section V.

SECTION II - CHARACTER AND EXTENT OF SERVICES

The Engineer shall render the following services necessary for the development of the Project:

1. Perform the necessary field work required to gather any field data needed to perform a hydraulic model of the primary drainage structures in the drainage basin associated with the property in question located at 732 and 734 Valley Drive.
2. Build a hydraulic model of the drainage basin using U.S. Army Corp of Engineers HEC-RAS version 3.1.1 hydraulic modeling software. The model will be developed from field data gathered during the performance of the work associated with Item No. 1 and aerial photographs with two (2') foot contour intervals as provided by the City.
3. The hydraulic model will be analyzed for 2, 5, 10, 25, 50, and 100-year storm events.
4. Prepare recommendations for improvements based on hydraulic analyses.
5. Perform economic analysis for proposed improvements resulting from hydraulic analyses.
6. Deliverables will include two (2) copies of the Hydraulic Model Report that describes the work that was done, the problems that were found, the improvements being proposed, and the estimated cost of construction for the improvements. The deliverables shall be presented to the Owner's representatives during a meeting for discussion.

SECTION III - PERIOD OF SERVICE

The services called for in Section II of this Agreement shall be completed upon acceptance of the Hydraulic Model Report by the Owner. It is anticipated that the services associated with the property located at 732 and 734 Valley Drive will be completed within Thirty (30) days.

Following award by the Owner of this contract, the Engineer will proceed with the performance of the services called for in Section II of this Agreement.

SECTION IV - COORDINATION WITH THE OWNER

The Engineer and its Project Manager shall hold monthly conferences with the Owner, or his representatives, so that the Engineer shall have full benefit of the Owner's experience and knowledge of existing facilities and the future needs of the project area.

SECTION V - BASIS OF COMPENSATION

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay the Engineer a lump sum of \$13,300.00. Partial payments shall be made by the Owner to the Engineer as evidenced by monthly statements.

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 six (6%) 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 employee will, in all solicitations or advertisements 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. Engineer may retain copies thereof for his use. Engineer may retain original drawings upon providing Owner with reproducible copies which shall become the property of Owner who may use them for any purpose Owner may choose. The Engineer is held harmless for any reproduction or use of the plans for other than their intended purpose.

SECTION VIII - OWNERS RIGHT TO AUDIT

The Engineer hereby authorizes and agrees that the Owner, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have full access to any books, documents, papers, and records of the Engineer which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

SECTION X - LIMITATION OF LIABILITY

The Owner agrees to limit the Design Professional's liability to the Owner and to all construction Contractors and Subcontractors on the project, due to the Design Professional's professional negligent acts, errors or omissions such that the total aggregate liability of RSA, Inc. d/b/a NRS Consulting Engineers to all those named shall

not exceed \$50,000 or the amount of the Design Professional's fee, whichever is greater.

SECTION IX - TERMINATION

The Owner may terminate this agreement at any time by a notice in writing to the Engineer. Upon receipt of such notice, the Engineer 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 Engineer shall submit a statement showing in detail the actual services performed under agreement to the date of termination. The Owner shall then pay the Engineer 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 designs, plans and specifications 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 Engineer 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 Engineer 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 Engineer and has been executed on behalf of the Owner in two (2) counterparts each of equal force, on the day and year first above written.

(Seal)

RSA, INC. d/b/a NRS Consulting Engineers
Engineer

BY 
John S. Selig, P.E.
Principal

ATTEST 

(Seal)