

## AGREEMENT FOR SERVICES

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

THIS AGREEMENT made, entered into and executed this the 1st day of Nov., 2004, 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 officers, who is duly authorized to act for and in behalf of said Company, for the detailed design, construction inspection, and construction management of the "Joe Mack Campbell Youth Ball Field Complex" 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

1. Perform topographic survey of Project site for the development of detailed construction drawings.
2. Coordinate geotechnical investigation of Project site for the development of structural drawings for building foundations and light-pole foundations. The cost of such investigation shall be paid for directly by the Owner.
3. Prepare preliminary set of design drawings showing general layout of proposed facilities and submit two (2) copies of preliminary drawings to Owner for review and approval, to include the following:
  - a. Prepare study and recommendations addressing the drainage/flooding problem at the quad;
  - b. One story concession stand aesthetically similar to the soccer concession stand, but a full service concession with deep fryers, vents, and grease traps;
  - c. Four ball fields with outfield fences at 200 feet;
    1. Grass infields with dirt cutouts at bases;
    2. Electrical boxes at pitching mounds for pitching machines;
  - d. Irrigation;
  - e. Lighting
  - f. Fencing
  - g. ADA Sidewalks;
  - h. Bleacher covers matching existing covers;
  - i. Dugout covers matching existing covers;
  - j. Small covered score keepers area for each field; and,
  - k. Batting cages.
4. Once preliminary design is approved, prepare detailed construction drawings and contract documents for the specific construction tasks in accordance with all federal, state, and local laws/regulations, including ADA guidelines.
5. Submit detailed construction drawings and contract documents to the Arkansas Department of Parks and Tourism for review and approval.
6. Once approved by the Arkansas Department of Parks and Tourism, advertise the Project for bids.
7. Conduct the bid letting at the Owner's choice of locations, review bids received, and make recommendation to the Owner concerning the award of the contracts.
8. Prepare formal contract documents with the respective contractors.

9. Attend meetings with the Owner's representatives and the Arkansas Department of Parks and Tourism as necessary during the design phase of the Project.

### CONSTRUCTION PHASE

1. Provide resident inspection, as necessary, during the time of construction.
2. Consult with and advise the Owner during construction period.
3. Review submittals, shop and working drawings.
4. Prepare monthly and final pay estimates.
5. Conduct final inspection of the Project.
6. Provide As-Built drawings, two (2) sets, of the complete Project.

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

The services called for in the Design Phase portion of Section II of this agreement shall be completed within One Hundred Twenty (120) days. The services called for in the Construction Phase of Section II of this agreement shall be completed upon final acceptance of the Project by the Owner. It is anticipated that the construction of the project will be completed within One Hundred Twenty (120) to One Hundred Fifty (150) days.

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

### **SECTION IV – COORDINATION WITH 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 services to be rendered by the Company, the Owner shall pay the Company a lump sum fee of \$42,500.00. 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.

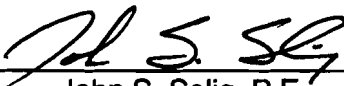
The Owner and the Company each binds himself and his partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this

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)

ATTEST 