

January 4, 2022

Craig Light, PE City of Jonesboro 300 S. Church Street Jonesboro, AR 72401

## **RE: PROPOSAL FOR CONSTRUCTION INSPECTION-ARDOT JOB #100971**

Dear Mr. Light:

Thank you for the opportunity to submit our Construction and Engineering Services proposal to be performed for a not exceed fee. The scope of our services includes providing a part time resident construction inspection and construction administration during the construction of the above referenced project.

The estimated fee for the following services is \$91,520 this includes:

- 1. Part time inspections (176 days of inspection for 4 hours a day)
- 2. Submittal approvals
- 3. Pay application review and approval
- 4. Review of contractor provided material testing
- 5. Monthly progress meetings with the City of Jonesboro and Contractor (8 total)
- 6. Monthly construction administration

This proposal does not include construction surveying, construction materials testing, and SWPPP inspection services. This proposal is based on a 300-calendar day construction contract. In the event the construction period extends beyond the 300-calenday day construction contract, additional fees may be required and negotiated prior to billing additional services.

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.

404 Creath Avenue Jonesboro, AR 72401

870.932.2019 Fax: 901.748.3115 Toll Free: 1.888.583.9724

www.fisherarnold.com

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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.

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.

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

for M-And

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 copy for our files.

BY:

Date