

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

This is an agreement made as of _____ between The City of Jonesboro,
Arkansas (OWNER)

AND

_____ Fisher & Arnold, Inc. (ENGINEER)

OWNER intends to:

Provide services for the development of the Phase II digital parcels and the distribution of those
parcels for the City of Jonesboro.

All project improvements shall be in accordance with:

Digital Parcel Development /Online Distribution, RFQ provided by the City of Jonesboro.

The OWNER and the ENGINEER in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering services by ENGINEER and in respect of the payment for those services by OWNER as set forth below. Execution of this agreement by the ENGINEER and OWNER constitutes OWNER'S written authorization to ENGINEER to proceed on the date first above written with services described in Section II below.

SECTION I - GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform professional engineering services for the project. The Engineer has visited the site where the construction will be performed. Engineering will conform to the requirements and standards of the OWNER, and the standards of skill and care ordinarily used by members of the ENGINEER'S profession practicing under similar conditions. In accordance with applicable regulations, laws and procedures. The ENGINEER will coordinate his services with the OWNER, and others required in the accomplishment of the work.

SECTION II - SCOPE OF SERVICES

- 2.1 Project Design – Layout, Scope of Tasks, Timeframes, Rollout.
- 2.2 Parcel Development - 18,900 Parcels, According to Cadastral Mapping Standards, Arkansas State Land Information Board.
- 2.3 Zoning map, each parcel classified by zoning classification.
- 2.4 Onsite training for stakeholders, parcel updating, zoning updating, and web updating.
- 2.5 Project management, stakeholder interface, phone and onsite meetings, quality control, troubleshooting.

ADDITIONAL SERVICES:

- 2.A After approval of the deliverables, should there be a change in the Scope of Work or a significant change that requires re-design, the ENGINEER will make such changes as directed by the OWNER.
- 2.B When directed by the OWNER, the ENGINEER will prepare major Change Orders during the review phase as required to accomplish the work.
- 2.C If unanticipated conditions unrelated to a major change in the Scope of Work should arise that extend the Project completion time beyond that established in the Contract, the ENGINEER will maintain personnel on the job, as required, to complete the Project. If conditions should arise that extend the Project completion time beyond that established in the Contract Documents, the engineer and the owner shall negotiate a fee for the revised scope of work.

SECTION III - THE OWNER and ENGINEER FURTHER AGREE

1. This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the OWNER and ENGINEER, the matter shall be resolved in accordance with the Laws of the State of Arkansas.
2. This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party. If this Agreement is so terminated, the ENGINEER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION IV - ENGINEERING FEES; however, the ENGINEER may be required to furnish an accounting of all costs. If the contract is so terminated, the engineer shall be paid for his time at the rates contained in this agreement, and the actual costs of materials expended.
3. After completion of the Project, and prior to final payment, the ENGINEER shall deliver to the OWNER, all original documentation prepared under this Contract. Basic survey notes and sketches, charts, computations and other data shall be made available, upon request, to the OWNER without restriction or limitation on their use. In the event the OWNER does not have proper storage facilities for the protection of the original Drawings, the OWNER may request the ENGINEER to retain the Drawings with the provision that they will be made available without restriction upon written request. In the event any of the above documents are re-used by the OWNER, the nameplates will be removed and the ENGINEER released and held harmless of subsequent liabilities.

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SECTION IV - ENGINEERING FEES

1. For the Basic and Special Engineering Services described above, the engineering fees shall be as tabulated below:

SERVICE	FEE
2.1 Project Design (Stakeholder Input)	\$4,000.00
2.4 Parcel Development 18,900 Parcels, According to Cadastral Mapping Standards, Arkansas State Land Information Board	\$97,850.00
2.3 Zoning Development, By Parcel	\$13,000.00
2.4 Onsite Training for Stakeholders Including Parcel Updating, Zoning Updating, Easement Updating, and Updating to the Web	\$7,000.00
2.5 Project Management, Stakeholder Interface, Meeting Schedules, Quality Control, Trouble Shooting	\$9,000.00
	\$130,850.00

2. For the Development of Digital Parcels as tabulated above, the OWNER agrees to pay the ENGINEER the lump sum fee of **\$130,850.00**. A breakdown of the lump sum fee is included as the Engineering Contract Cost Estimate attached to this Contract. The Engineer will be paid monthly based on percent of project complete to date, based upon statements submitted by the ENGINEER to the OWNER. These statements will be substantiated by a monthly progress report prepared by the ENGINEER, and submitted in the form and number required by the OWNER. Total payment for each part as shown above will be due when that part is acceptably complete to the satisfaction of the OWNER.

(Insert other payment provisions here)

3. For additional services described in SECTION II, paragraph 4, the OWNER and the ENGINEER agree to negotiate the Engineering Fee in accordance with the Scope of Services to be performed.

SECTION V - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

5.1 This Agreement is subject to the following special provisions.

Not applicable.

5.2 This Agreement (consisting of pages 1 to 6, inclusive) together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ENGINEER:

Fisher & Arnold, Inc.

By: 

Jeff L. Arnold, P.E.

Title: President

Address for giving notices:

Mayor Doug Formon

City of Jonesboro

P.O. Box 1845

Jonesboro, Arkansas 72403