

**AGREEMENT  
FOR LAND SURVEY SERVICES**

THIS CONTRACT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, 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 land surveyor services related to the PATRICK STREET IMPROVEMENTS, 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:

- a. Establish horizontal (NAD83) and vertical (NAVD88) control for Project using State Plane Coordinates and tie-to at least two of the Owner established GPS monuments/reference points. Vertical benchmarks are to be established at 500'± intervals along the existing 10,300'± roadway alignment and horizontal controls are to be established in accessible areas not likely to be disturbed during construction.
- b. Perform design quality topographic survey work locating all improvements and utilities within 100'± of each side of the centerline of the existing roadway.
- c. Research, locate, and survey property corners of parcels adjacent to and/or abutting existing right-of-way and provide owner of record for each parcel.
- d. Provide existing right-of-way and topographic maps in AutoCad DWG format with support files for Owner's use.
- e. Prepare right-of-way and easement documents for 106± parcels impacted by the improvements proposed by the Owner. Right-of-way and easement documents include an overall right-of-way/parcel map and individual legal descriptions for each property and easement to be acquired by Owner. (Owner will provide AutoCad DWG file of the proposed right-of-way and required easements.)
- f. Stake right-of-way and easements for property acquisition.
- g. Re-stake right-of-way and easements, and locate control points prior to the start of construction.

- B. Contractor shall complete services "a" through "d" above in seventy (70) calendar days upon issuance of the notice-to-proceed. Services "e" and "f" shall be completed in one hundred thirty (130) calendar days upon receipt of the proposed right-of-way drawings from the Owner. Service "g" shall be completed in seventeen (17) calendar days upon written notice from the Owner to initiate the task.
- C. Owner shall pay Contractor a Lump Sum amount of \$ 68,900.00 for services "a" through "d"; a lump sum amount of \$19,705.00 for services "e" and "f"; and, a lump sum amount of \$ 6,150.00 for service "g". The total compensation due the Contractor for services performed in accordance with this agreement shall not exceed the sum of the lump sum amounts above.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 non-owned 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.
7. 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.
8. Owner's Representatives The Owner hereby designates the City Engineering Department as the Owner's agent responsible for the administration of this Contract.
9. 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 shall conform to the requirements of this Agreement.
10. 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.
11. Assignment This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.
12. Governing Law This Contract shall be governed by and interpreted in accordance with the laws of the State of Arkansas.

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  
Notary

By: Kenneth L. Scrape  
Kenneth L. Scrape

Managing Partner  
Legal Title of Official

