

AGREEMENT

FOR PROFESSIONAL LAND SURVEY SERVICES

THIS CONTRACT, is made and entered into this ___ day of _____, 2013, by and between HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. 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 PLSS REMONUMENTATION PROJECT, hereinafter referred to as "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) PHASE 1 (North, West, and South Line of Township 14 North, Range 3 East)

a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Standard and Closing Corners along the North, West, and South Lines Township 14N, Range 3 East (66 Corners).

(1) Contractor shall complete service "a" in 14 calendar days upon receiving notice to proceed for a lump sum fee of \$10,794.30.

b) Conduct field surveys within Township 14 North, Range 3 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Standard and Closing Corners along said North, West, and South lines.

(1) Contractor shall complete service "b" in 75 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 66 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Standard and Closing Corners along said North, West, and South lines.

(1) Contractor shall complete service "c" in 75 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 66 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

d) Provide detailed worksheet of Township Lines that clearly identifies existing or calculated Standard and Closing Corners on said line.

- e) Detail findings in presentation form to a review committee as established and organized by the Owner.
- f) Provide final corner certificate documents and final plat (See attached exhibit).
 - (1) *Contractor shall complete service "f" in 30 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 66 Corners.*
- g) Monument each corner as directed by the Owner.
 - (1) *Contractor shall complete service "g" in 30 calendar days upon receiving notice to proceed for a fee of \$174.96 per Corner Monumentation for up to 66 corners.*

B) PHASE 2 (Sections 1 through 18, Township 14 North Range 3 East)

- a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Section, Quarter, and Center Quarter Corners within Sections 1-18 in Township 14N, Range 3 East (66 Corners).
 - (1) *Contractor shall complete service "a" in 14 calendar days upon receiving notice to proceed for a lump sum fee of \$10,794.30.*
- b) Conduct field surveys within Township 14 North, Range 3 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Section, Quarter, and Center Quarter Corners within Sections 1-18.
 - (1) *Contractor shall complete service "b" in 75 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 66 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Section, Quarter, and Center Quarter Corners within Sections 1-18, Township 14 North, Range 3 East.
 - (1) *Contractor shall complete service "c" in 75 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 66 corners.*
 - (2) *Services "b", "c", and "d" shall be performed simultaneously.*
- d) Provide detailed worksheet that clearly identifies existing or calculated Section, Quarter, and Center Quarter Corners within Sections 1-18, Township 14 North, Range 3 East.
- e) Detail findings in presentation form to a review committee as established and organized by the Owner.
- f) Provide final corner certificate documents and final plat (See attached exhibit).

(1) Contractor shall complete service "f" in 30 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 66 Corners.

g) Monument each corner as directed by the Owner.

(1) Contractor shall complete service "g" in 30 calendar days upon receiving notice to proceed for a lump sum fee of \$174.96 per Corner Monumentation for up to 66 corners.

C) PHASE 3 (Sections 19 through 36, Township 14 North Range 3 East)

a) Provide to the Owner, draft corner certificate documents that list in detail the chronological history of the Section, Quarter, and Center Quarter Corners within Sections 19-36 in Township 14N, Range 3 East (55 Corners).

(1) Contractor shall complete service "a" in 14 calendar days upon receiving notice to proceed for a lump sum fee of \$8,995.25.

b) Conduct field surveys within Township 14 North, Range 3 East, to locate, measure, and document existing corners and evidence for use in analysis, calculations and final determinations of the above specified Section, Quarter, and Center Quarter Corners within Sections 19-36.

(1) Contractor shall complete service "b" in 75 calendar days upon receiving notice to proceed for a fee of \$422.97 per individual corner measurement for up to 55 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

c) Evaluate collected measurements and evidence to determine preliminary locations of the above specified Section, Quarter, and Center Quarter Corners within Sections 19-36, Township 14 North, Range 3 East.

(1) Contractor shall complete service "c" in 75 calendar days upon receiving notice to proceed for a fee of \$146.15 per corner evaluation for up to 55 corners.

(2) Services "b", "c", and "d" shall be performed simultaneously.

d) Provide detailed worksheet that clearly identifies existing or calculated Section, Quarter, and Center Quarter Corners within Sections 19-36, Township 14 North, Range 3 East.

e) Detail findings in presentation form to a review committee as established and organized by the Owner.

f) Provide final corner certificate documents and final plat (See attached exhibit).

(1) Contractor shall complete service "f" in 30 calendar days upon receiving notice to proceed for a fee of \$197.63 per Corner Certificate for up to 55 Corners.

g) Monument each corner as directed by the Owner.

(1) Contractor shall complete service "g" in 30 calendar days upon receiving notice to proceed for a fee of \$174.96 per Corner Monumentation for up to 55 corners.

2) **TECHNICAL SPECIFICATIONS**

- A) This project shall comply with all applicable state and federal laws and regulations. Where those regulations are less restrictive than the specifications contained herein, these specifications shall apply.
- B) The basic guides for this project are the principles and practices set forth in the Bureau of Land Management publications "Restoration of Lost or Obliterated Corners and Subdivisions of Sections" and the "Manual of Surveying Instructions – 2009" (BLM Manual), as well as applicable state laws. The Contractor shall also adhere to the current "Arkansas Standards of Practice for Property Boundary Surveys and Plats" of the Arkansas State Board of Registration for Professional Engineers and Professional Surveyors.
- C) All measurements shall meet the current standards for "Urban Class A" property boundary surveys as adopted by the Arkansas State Board of Registration for Professional Engineers and Professional Surveyors.
- D) All corners shall be referenced the Owner's Low Distortion Projection System (Craighead County Coordinate System).
- E) Within the project area, the Contractor will encounter corner points with monuments that may require replacement dependent upon the material or state of deterioration. After completion of the corner search and measurements, the contractor shall furnish the owner with a list of corner points with Monumentation that might require replacement due to the following conditions. Where a corner point is monumented with material other than herein specified the Owner will determine whether it is acceptable or requires Monumentation. Unacceptable existing monuments are those easily moved, temporary in nature, and/or difficult to identify. They include, but are not limited to, wooden posts or stakes, iron pins, water and gas pipes, small or loose planted stones. The replaced monument shall be buried alongside the new monument (when practical) and so stated in the documentation.
- F) Plats and Corner Certificates shall be prepared in a CADD system and furnished to the owner in a .DWG format upon completion. Final plats and corner certificates shall be furnished to the Owner for review prior to recording.

3) **TITLE OR POSSESSION CONFLICTS**

- A) The Contractor is not required to resolve title or possession conflicts, but is required to report facts and any professional opinions regarding the conflict. For this project, the contractor shall be prepared to testify in court if called upon. These services will be considered outside the scope of this contract and in

consideration of the performance, additional payment will be made to the Contractor by the Owner in accordance with its prescribed regulations and procedures.

4) OWNER RESPONSIBILITIES

- A) Owner is responsible for providing public notice of this project.
- B) Owner is responsible for coordinating, scheduling, and facilitating project review meetings, including review committee meetings.
- C) Owner will be the primary contact for public interaction throughout the duration of this project. Public Comments and interaction will be directed through the Contractor to the Owner.
- D) Owner will be responsible for the recordation of final drawings with local and state officials.
- E) -Owner shall supply contractor with materials and monuments to be set.

5) 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 10 days upon approval of the Owner's agent.

6) 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 effective upon the receipt of notice by the Contractor.

7) FAIR EMPLOYMENT PRACTICES

- A) 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.

8) INDEPENDENT CONTRACTOR

- A) 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.

9) INDEMNIFICATION

- A) 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:
- B) 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.
- C) 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.
- a) The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto including contractual liability; and,
 - b) 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.
- D) 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:
- a) Bodily Injury Limits; \$500,000 Each Person; \$1,000,000 Each Occurrence
 - b) Property Damage Limit; \$500,000 Each Occurrence
 - c) Combined Single Limit; \$1,000,000

- E) 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.
- F) 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.

10) 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.

11) OWNER'S REPRESENTATIVES

- A) The Owner hereby designates the City Engineering Department as the Owner's agent responsible for the administration of this Contract.

12) INDUSTRY STANDARDS

- A) 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.

13) SUBCONTRACTORS

- A) 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.

14) ASSIGNMENT

- A) This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

15) GOVERNING LAW

- A) 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

HAYWOOD, KENWARD, BARE &
ASSOCIATES, INC.

1801 Latourette Drive, Jonesboro, AR 72404


(Address)

By:



Duly Authorized Official

ATTEST



Secretary



Legal Title of Official

