

**CITY OF JONESBORO
AGREEMENT FOR LAND SURVEYING SERVICES
SURVEYING OF OAKLAWN AND NETTLETON CEMETERIES**

This Agreement entered into and executed this 3rd day of July 2014, by and between the City of Jonesboro (the City) acting by and through its Mayor and Associated Engineering and Testing, LLC (AET).

Whereas, the City of Jonesboro is planning to have land surveying and mapping services conducted on Oaklawn and Nettleton Cemeteries for the purpose of establishing a high accuracy GIS map of each cemetery.

Now therefore, it is considered to be in the best public interest for the City of Jonesboro to obtain assistance of AET's organization in connection with said land surveying and mapping services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

The City of Jonesboro agrees to employ AET to perform, and AET agrees to perform professional land surveying and mapping services in connection with the project set forth in the sections to follow; and The City of Jonesboro agrees to pay and AET agrees to accept, as specified in the sections to follow as full and final compensation for work accomplished in the specified time.

1. Introduction

The City of Jonesboro needs a digital (GIS) map of the cemeteries in order to effectively manage the grave site ownership information and to be able to update the database when grave sites are used or sold.

The creation of a high-accuracy GIS map is the framework for a grave site owner management system. When this GIS project is complete the City will be able to use it to link all available records and deeds to the precise location on the ground for each individual grave site.

2. Proposed Basic Scope of Services

1. Perform survey of entire boundary for each cemetery.
2. Tie-in existing grave site headstones and/or markers at each cemetery.
3. Coordinate radar data with survey data for each cemetery.
4. Prepare grave site/block layout plan for each cemetery.
5. Prepare drawings with attribute polygons to be imported into City GIS.
6. Prepare plat drawing for recording for each cemetery.
7. Coordinate with City and set block corners (approximately 400 corners).
8. Coordination and supervision.
9. Provide material - 400 - 4-1/2" stainless steel disk with 10" X 5/8" carriage bolts.

4. Time of Beginning and Completion

AET shall begin work under this Agreement within ten (10) days of notice to proceed and shall complete the work by December 31, 2014.

5. Compensation

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| Fee – Scope of Services in Items 2.1 through 2.9 | \$54,685.00 |
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| Total Fee – Direct Labor and Materials: | \$54,685.00 |
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6. Changes

The City of Jonesboro may at any time, by written order, make changes within the general scope of the contract in the work and services to be performed. If any such changes causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable increase or decrease shall be made in the contract amount, including fee or time of required performance, or both, and the contract shall be modified in writing accordingly.

Changes, modifications of amendments in scope, price or fee to this contract shall not be allowed without a formal contract amendment approved by the Mayor or the City Council in advance of the change in scope, price or fees.

7. Postponement or Cancellation of the Contract

It is understood that the City of Jonesboro will have the right to suspend or cancel the work at any time.

A. Postponement – should The City of Jonesboro, for any reason whatsoever, decide to postpone the work at any time, The City of Jonesboro will notify AET, who will immediately suspend work. Should the City of Jonesboro decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be canceled as hereinafter provided.

B. Cancellation – Should The City of Jonesboro, for any reason whatsoever, decide to cancel or to terminate the use of AET’s services, The City of Jonesboro will give written notice thereof to AET, who will immediately terminate the work. If The City of Jonesboro so elects, AET may be instructed to bring reasonable stage of completion to those items whose value would otherwise be lost. AET shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of AET services, AET shall be paid on a proportional amount of the total fees, less prior partial payments, based on the ratio of work done to the total amount of work to be performed.

8. Additional Services


Additional services requested by the Mayor or the City Council not identified in the scope of work will be performed in accordance with the hourly rate schedule or an amendment to the contract can be executed for an amount agreeable to both parties.

**Standard Fee Schedule
For Engineering/Surveying Services**

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| Principal | 160.00 |
| Registered Surveyor | 80.00 |
| CADD/Drafting | 65.00 |
| Calc's/Setup | 50.00 |
| Survey Technician | 40.00 |
| GPS Survey Crew | 165.00 |
| 4-Man Survey Crew | 130.00 |
| 3-Man Survey Crew | 110.00 |
| 2-Man Survey Crew | 105.00 |

These rates include all direct and indirect payroll cost, overhead, and profit. Other direct expenses not included in the above rates, such as printing, reproduction, transportation, per diem and lodging, etc. will be invoiced at actual cost.

In Witness Whereof, the parties hereto have made and executed this Agreement as of the day and year first above written.


Associated Engineering & Testing, LLC
Kenneth L. Scrape, Managing Partner