

**AGREEMENT
FOR ON-CALL LAND SURVEY SERVICES**

THIS CONTRACT, is made and entered into this ____ day of _____, 2007, by and between _____ 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 on-call surveyor services; and

WHEREAS, Contractor desires to perform said services for the Owner in accordance with the terms and conditions herein provided; and

WHEREAS, the Owner has caused to be prepared, in accordance with law, contract documents for said services and have approved and adopted said documents and have caused to be published an advertisement for and in connection with said services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the Owner in the manner and at the time specified in accordance with the terms of said advertisement.

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 Owners hereby agree as follows:

1. Rates
 - A. The Contractor agrees to provide the above referenced services in accordance with the labor (basic wage rate and all applicable fringe benefits), material, and equipment unit price rates which are set forth in the Contractor's Unit Price Schedule, attached hereto and incorporated herein.
 - B. The Contractor further agrees that the rates set forth in the Unit Price Schedule shall remain in effect during the term of this Contract.
2. Term The initial term of this Contract will be for a period of one year from the **1st day of November 2007, through the 31th day of October, 2008**, with an option by the Owner to renew the Contract for one additional one-year term upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.
3. Amount of Work
 - A. No minimum amount of work is guaranteed by the Owners to anyone Contractor by virtue of this Contract.
 - B. In the event that any single project for the above referenced services exceeds the sum of Ten Thousand Dollars (\$10,000), it is understood that a separate contract will be required and must be approved by the Owner.
4. Termination
 - A. The Owner reserve 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.

- B. The Owner shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
 - C. The Owner reserves the right to terminate this contract in the *event* that the Owner does not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.
5. Owner Inclusion It is understood and agreed by the signing of this contract by all parties that the "Owner" shall be the City of Jonesboro, Arkansas.
- A. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City") it shall mean the "Owner".
6. 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.
7. Contract Documents The Contract Documents comprising this Contract shall consist of the following: the accepted Unit Price Schedule; the contract agreement and all associated schedules and attachments.
8. 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.
9. 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 on his employees.
 - 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

13. 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.
14. Quotations for Individual Unit Price Projects
 - A. Owner shall provide Contractor with a Scope of Work for the Project.
 - B. Contractor shall provide quotations on the Unit Price Quotation Form, Attachment 1, showing a breakdown on a unit price basis to complete all services outlined in the Scope of Work.
 - C. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
 - D. Owner reserves the right to reject any and all proposals.
 - E. If at any time there is a change to the project Scope of Work that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the Department Representative for that project. Extra work shall not proceed until authorized by the Department Representative.
15. Use of Contractors The Owners, in their sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the Owner believe are in their best interests.
16. Notice to Proceed
 - A. No work shall be done for the Owners under the contract unless a written Notice to Proceed has been issued by the appropriate Department Representative.
 - B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the Department Representative.
 - C. Work shall be complete on or before the date set forth in the Notice to Proceed.
17. Invoices
 - A. All invoices for services performed pursuant to this Contract shall be submitted to the Department Representative.
 - B. Each project shall be invoiced separately.
 - C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
 - D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.
18. Assignment This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

19. Governing Law This Contract shall be governed by and interpreted in accordance with the laws of the State of Arkansas.
20. Non Exclusive Relationship The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.
 - A. In case of an emergency, after the Owner has contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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.

EXECUTION BY THE CITY OF JONESBORO, ARKANSAS

ATTEST:

CITY OF JONESBORO, ARKANSAS

City Clerk

Mayor

Approved by Resolution No. _____
Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

(Address)

ATTEST:

By: _____
Duly Authorized Official

(SEAL)
Secretary

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

IN WITNESS WHEREOF, the contractor
and the Owner do hereby execute this
contract:

Dated this _____ day of _____, 2007

By: _____

Name (Print)

Signature

Title

CITY OF JONESBORO, ARKANSAS
UNIT PRICE QUOTATION FOR PUBLIC WORKS/UTILITIES, ENGINEERING SERVICES
ANNUAL UNIT PRICE CONTRACT FOR ON-CALL LAND SURVEY SERVICES. _____

Date: _____

City Representative: _____ City Project Number: _____
 Firm: _____ Representative: _____
 Address: _____
 Phone: _____ Email: _____
 Project Description: _____

Fill in the following tables. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date:	
Number of Days to Complete:	

SCHEDULE I – Labor Cost

Employee/Classification	Rate Per Hour	Total Hours	Total Fee
Survey Project Manager			
Registered Land Surveyor			
Survey Crew Chief			
Survey Crew Member			
CAD Technician			
Clerical			
Total Labor:			

SCHEDULE II – EXPENSES

Total:			

TOTAL PRICE (NOT TO EXCEED):	\$
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Firm Representative (Signature): _____

Approved By (City Representative): _____ Date: _____