

**AGREEMENT
FOR LAND SURVEY SERVICES**

THIS CONTRACT, is made and entered into this ____ day of _____, 2007, 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 RACE 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 5,500'± 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 100± 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 forty-five (45) calendar days upon issuance of the notice-to-proceed. Services "e" and "f" shall be completed in twenty-one (21) calendar days upon receipt of the proposed right-of-way drawings from the Owner. Service "g" shall be completed in fourteen (14) calendar days upon written notice from the Owner to initiate the task.
- C. Owner shall pay Contractor a Lump Sum amount of \$ 40,000.00 for services "a" through "d"; a lump sum amount of \$ 10,500.00 for services "e" and "f"; and, a lump sum amount of \$ 4,500.00 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 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

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

HAYWOOD, KENWARD, BARE & ASSOCIATES, INC.
Name of Corporation

1801 Latourette Drive, Jonesboro, AR 72404
(Address)

ATTEST:

Jeanne Bore (SEAL)
Secretary

By: *[Signature]*
Duly Authorized Official

PRESIDENT
Legal Title of Official