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UNIVERSITY OF MISSOURI

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STANDARD CONSULTANT AGREEMENT

BETWEEN OWNER AND LAND SURVEYOR

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AGREEMENT

made as of the (DATE) day of (MONTH), in the year Two Thousand and (YEAR)

BETWEEN the Owner: THE CURATORS OF THE UNIVERSITY OF MISSOURI

and the Land Surveyor: NAME

Address

For the following Project: Project Name (#number)

University of Missouri - Campus

hereinafter called "the project", and as more particularly described in the Project Description contained in Exhibit A, the Consultant's Billing Rates (Exhibit B), and the Project Location Map (Exhibit C), attached hereto and incorporated by reference. The Owner will employ the Land Surveyor to perform professional services in respect thereto and as hereinafter set forth.

# ARTICLE 1

# CONSULTANT SERVICES

**1.1** The Land Surveyor, hereinafter referred to as the Consultant, and the Owner for the following considerations named, agree as follows:

**1.2** The Consultant agrees to perform professional services for the above named project as set forth herein and in Articles 2 through 5, and as further described in Exhibit A -Project Description, and Exhibit C - Project Location Map attached hereto.

**1.3** The Owner agrees to pay the Consultant for Basic Services as set forth in this Agreement, including other payments and reimbursements as provided herein. The fee for Basic Services being called the "Basic Rate".

**1.4** Basic Services shall include conducting the Land Survey, including field and office work, drafting, clerical and technical support, legal descriptions (where applicable), payment of fees (where applicable), and other necessary tasks. Also included is the furnishing of materials, surveying equipment, computers, labor, supervision, required insurance, and other items necessary to provide a complete survey, including drawings and supporting documentation for the scope of work set forth herein.

**1.5** The Consultant shall provide the Owner with an hourly rate schedule for the Owner's approval.

**1.6** Written authorization from the Owner shall be required prior to performing work in excess of Basic Services. For work in excess of Basic Services, payment by the Owner will be in accordance with the previously approved rate schedule(s) listed in item 1.5 above.

**1.7** The work shall commence after written Notice to Proceed is received from the Owner. Work shall be completed and the specified number of surveys delivered to the Owner within the time requirement specified in Exhibit A. The Owner shall be notified immediately of any circumstances that may cause a delay in completing the work on schedule.

**1.8** This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

**1.9** Nothing contained in this Agreement shall create a contractual relationship between a third party and either the Owner or the Consultant.

**ARTICLE 2**

## TERMS AND CONDITIONS

**2.1** QUALIFICATIONS, DRAWINGS AND DOCUMENTS

**2.1.1** Work shall be performed by qualified personnel working under the direct supervision of a Registered Land Surveyor, licensed to practice in the State of Missouri. Drawings and documents submitted shall bear the Land Surveyor's seal and written certification to that effect. The certification shall also state that to the best of the Surveyor's knowledge, information, and belief, all survey information shown or documented is true and accurately drawn, and conforms to the accuracy standards specified herein.

**2.1.2** The completed survey documents and the number of copies specified in Exhibit A shall be delivered to the Owner prior to application for final payment. The Owner may make and distribute copies of the drawings and documents as necessary without additional compensation to the Consultant. All final documentation (drawings, reports, etc.) shall become the property of the Owner whether the project for which they are made is completed or not.

**2.1.3** If requested on Exhibit A, an electronic copy, in the format designated, shall be provided for drawings produced on Computer Aided Design and Drafting systems.

**2.2** CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS

**2.2.1** Liability: The Consultant shall indemnify and hold harmless the University and their agents and employees from and against all claims, damages, losses and expense including attorneys’ fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the Consultant, any Subconsultant,  anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

**2.2.2** Insurance: The Consultant shall provide and maintain, during the life of the Agreement, insurance acceptable to the Owner which will afford protection and coverage in accordance with the requirements set forth below. Consultant shall cause each Subconsultant to purchase and maintain insurance of the types and amounts specified herein.  Limits of such coverage may be reduced only upon written agreement of Owner.

**2.2.3** Commercial General Liability Coverage comparable to Comprehensive General Liability coverage to protect the Consultant and any Subconsultant performing work covered by this Agreement from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Consultant or any Subconsultant or by anyone directly or indirectly employed by the Consultant or Subconsultant. In addition, the coverage is to include "The officers, employees, and agents of The Curators of the University of Missouri" as "additional insured". The amount of the insurance shall not be less than a minimum of $1,000,000 combined single limit, per occurrence and $2,000,000 general aggregate, for both bodily injury and property damage combined.

**2.2.4** Comprehensive Automobile Liability coverage will be provided by the Consultant and include coverage for all Owned, Hired, and Non-Owned vehicles. The coverage is to include for protection of the Consultant and Subconsultant or by anyone directly or indirectly employed by either of them. The minimum limit of coverage to be provided is $1,000,000 combined single limit for bodily injury and property damage, per occurrence and aggregate.

**2.2.5** Professional Liability Insurance will be provided by the Consultant to cover claims arising out of the negligent acts, errors and omissions by the Consultant, Subconsultant, or anyone directly or indirectly employed by them. The coverage provided shall not be less than $1,000,000 aggregate or the value noted on Exhibit A.

**2.2.6** Worker's Compensation Insurance Coverage A: Worker's Compensation Insurance for all the Consultant's employees at the site of the project, and in case any work is sublet, the Consultant shall require any Subconsultant similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. This coverage shall comply in all respects with the requirement of the Statutes of the State of Missouri. Coverage B: Employer's Liability, in a limit no less than $500,000 for each of the three coverages listed for Employer’s Liability.

**2.2.7** All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by the Owner, e.g., all coverages should be placed with Insurance Carriers that are licensed to do business in the state of Missouri as an admitted Carrier and all coverages placed are subject to the Owner's approval as to form and content, as well as Carrier. All required coverages shall be obtained and paid for by the Consultant.

**2.2.8** The Consultant shall furnish the Owner with certificates,  Additional Insured endorsements, policies, or binders which indicate the Consultant and/or the Owner and other Consultants (where required) are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to commencement of the work.  Consultant is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy.  Consultant fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the Owner may obtain such insurance at the cost and expense of the Consultant without notice to the Consultant.

**2.2.9** It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the Owner does not assume any liability for acts of the Consultant, any Subconsultant or their employees in the performance of the Agreement.

**2.3** PROTECTION OF PROPERTY

**2.3.1** The Consultant shall take precautions to prevent damage to property, both visible and concealed, within and adjacent to the survey site. The Consultant shall restore damaged property to the condition existing prior to the Consultant's entry, including, but not limited to, repair or replacement of site components (above and below ground), lawns and plantings.

 **ARTICLE 3**

 **GENERAL REQUIREMENTS**

**3.1** ACCURACY STANDARDS

**3.1.1** Precision of the survey work shall be based on current minimum industry standards and practices applicable for the type of land survey being conducted as follows:

**1)** Boundary Surveys shall comply with current "Missouri Minimum Standards for Property Boundary Surveys" of the Missouri Department of Natural Resources - Division of Geology and Land Survey, latest revision at the time of Agreement signing, unless approved otherwise by the Owner. Any requirements waived by the Owner shall be stated on Exhibit A.

1. Topographic Surveys shall be completed to a level of accuracy acceptable to the Owner and as necessary to satisfy the intended use of the survey information, e.g., base information for site planning, and/or construction of new buildings, roadways, parking lots, athletic fields, etc. As part of the proposal, the Consultant shall identify the accuracy tolerances for vertical and horizontal measurements to be achieved.

**3.2** SITE BOUNDARY AND MEANS OF ACCESS

**3.2.1** The physical limits of the area to be surveyed and means of access to the site are shown on Exhibit C - Survey Location Map attached hereto. The Consultant shall coordinate access to the site with the Owner prior to commencing field work.

**3.2.2** Field work shall be conducted during the hours authorized by the Owner.

**3.2.3** The Consultant shall be responsible for obtaining proper permission for required access to public or private property, other than the Owner's.

**3.3** DRAWING REQUIREMENTS

**3.3.1** General

**3.3.1.1** The Drawing(s) shall include the following notation:

**1)** Title block with information including but not limited to, Project name, Owner's Project number, Campus name, Consultant's firm name, sheet number(s), original date and revision date(s) when applicable. Title blocks shall be shown on all sheets.

**2)** Legend of symbols and abbreviations used.

**3)** North arrow and graphic scale on all sheets.

**3.3.1.2** Drawing sheets shall be sized to provide a one (1) inch left hand border and one-half () inch border on other edges around the drafted area unless otherwise specified by the Owner.

**3.3.1.3** The Consultant shall obtain approval of the Owner for proposed sheet size, grid spacing (topographic surveys), and scale, prior to preparing the drawings.

**3.3.1.4** Maximum sheet size shall not exceed thirty-six (36) inches (vertical) by forty eight (48) inches (horizontal). Drawings drafted on multiple sheets shall utilize referenced match lines for continuation and reference between sheets.

**3.3.1.5** Dimensions and elevations shall be shown in feet and hundredths of a foot.

**3.3.1.6** Boundary and topographic information, where both are required, shall be on the same drawing unless otherwise specified by the Owner.

**3.3.1.7** Lettering shall be legible and neat, open, well rounded, of uniform width, and no smaller than eight point in size to facilitate photographic reduction where required.

 **ARTICLE 4**

 **BOUNDARY SURVEY REQUIREMENTS**

**4.1** Requirements of the Missouri "Minimum Standards for Property Boundary Surveys" (latest revision at the time of Agreement signing) shall represent standard information to be included by the Consultant in documenting boundary surveys. Deletions and/or additions to these requirements (if any), will be listed by the Owner under Project Requirements on Exhibit A attached hereto.

**4.2** The Consultant shall record the area of the survey in square feet if equal to or smaller than one acre, and in acres (to .01 acre) if larger than one acre.

 **ARTICLE 5**

 **TOPOGRAPHIC SURVEY REQUIREMENTS**

**5.1** The following requirements shall represent standard information to be included by the Consultant in documenting topographic surveys. Deletions and/or additions to these requirements (if any), will be listed by the Owner under Project Requirements on Exhibit A, attached hereto.

**5.2** The Consultant shall state the elevation datum and source on each drawing. The location of the benchmark(s) used shall be shown and the elevation indicated to one-hundredth of a foot.

**5.3** The Consultant shall record spot elevations at locations and spacing necessary to accurately and completely represent the site topographic features and structures. Maximum spacing for spot elevations shall not exceed the approved grid spacing unless otherwise specified by the Owner. These locations shall include, but not be limited to, the following:

**1)** Edges of walks, paths, densely wooded areas, parking areas, and other such areas of significance.

**2)** Centerline and edges of roads and drainage swales.

**3)** Top and bottom of steps, ramps (including landings), retaining walls, curbs, earthen banks, drain inlets, manholes, cleanouts and other accessible utility structures.

**4)** High and/or low points of topographic features such as hills, depressions and earthen berms.

**5)** Corners of building(s), parking areas, roadway and walk intersections; floor elevations at each building entrance, and slab elevations of out buildings and equipment pads.

**6)** Base of trees over four(4) inches in caliper. On sloping sites record average ground elevation at base of trees. Spot elevations are not required at the base of trees in densely wooded areas unless otherwise specified by the Owner.

**7)** Mean elevation of water bodies if present.

**8)** Any area, feature, or structure where discernable grade change(s) occur.

**5.3.1** The Consultant shall show existing contours at one foot intervals unless otherwise specified by the Project Coordinator.

**5.4** Plotted locations and descriptions including, but not limited to, the following shall be shown:

1. All built and natural features, including above and below ground utility systems. Indicate size and depth for lines below ground, direction of flow for sewers and type of above ground lines. Provide the name of the operating authority of each utility.

**2)** Individual trees over four (4) inches in caliper. Include the common (English) name of the tree species and indicate the caliper in inches, plus the branching spread of evergreen species at ground level. For densely wooded areas only, locate sufficient points along perimeter trees to delineate the trunk-line edge(s) of the wooded areas, unless otherwise specified by the Owner.

**3)** Landscape plantings, including individual or group plantings of shrubs, groundcovers, annuals and perennials. Indicate the average height and spread for individual plants and the average height and spread for mass plantings. Indicate the common (English) name and the deciduous or evergreen nature of the plant species.

 **ARTICLE 6**

 **PAYMENTS**

**6.1** The Basic Rate shall cover the compensation for Basic Services to be rendered by the Consultant or their representatives while in the discharge of duties connected with the project, or where specific provision is otherwise made in this Agreement.

**6.2** Payments will be paid in proportion to the services performed, unless otherwise stated in Exhibit A. Payments toward Basic Rate will be made monthly, providing project progress is satisfactory to the Owner, up to an aggregate amount not to exceed 90% of the maximum fee stated in Exhibit A. Final payment of the 10% retainment will be made following acceptance of the completed survey.

**6.3** Payments for previously approved extra work will be made promptly upon presentation, to the Owner, of the Consultant's statement of services rendered, and subsequent approval by the Owner.

**6.4** Payment requests shall be submitted on University of Missouri vouchers accompanied by the Consultant's statement of services rendered.

**6.5** EXAMINATION OF RECORDS

The Owner, or any parties it deems necessary, shall have access to and the right to examine any accounting records of the Consultant involving transactions and work related to this Agreement for three years after final payment hereunder.

**6.6** REIMBURSABLE EXPENSES

**6.6.1** Reimbursable expenses are in addition to the Basic Rate. They will include furnishing additional copies, above the amount stated in Exhibit A, of the survey drawings and supporting documents (e.g., legal description) at the Consultant's direct cost without Consultant's overhead and profit.

**6.6.2** If authorized in advance by the Owner, the direct expense of Subconsultants or special equipment for other than normal services furnished by the Consultant will be reimbursable expenses.

**6.6.3** Telephone calls, mileage and/or other travel costs, meals and lodging for out-of-town trips, photocopying costs, and expenses of a similar nature will not be considered reimbursable expense under this Agreement unless such items are specifically authorized in advance by the Owner in writing.

 **ARTICLE 7**

 **ADMINISTRATIVE REVIEW**

**7.1** Disputes between the Consultant and the Owner can be submitted in writing to administrative review as provided in this article. All requests for administrative review shall be routed through the UM Director of Facilities Planning & Development, Suite 9, Old Alumni Building, 1105 Carrie Francke Drive, University of Missouri, Columbia, Missouri 65211.

**7.1.1** Upon written request from the Consultant, the Campus Facilities Administrator will convene a meeting between the Project Manager and the Consultant. After reviewing the facts presented, the Campus Facilities Administrator will issue a written opinion to the Consultant and Project Manager regarding the disputes.

**7.1.2** If the Consultant is not in agreement with the opinion of the Campus Facilities Administrator, the Owner's Contracting Officer or designee will convene a meeting with the Campus Facilities Administrator and the Consultant. After reviewing the facts, the Owner's Contracting Officer or designee will issue a written opinion to the Consultant and Campus Facilities Administrator regarding the disputes. This written opinion will conclude the Administrative Review process.

 **ARTICLE 8**

 **TERMINATION OF AGREEMENT**

**8.1** The Owner may terminate this Agreement at any time and for any cause by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless notice directs otherwise, immediately discontinue all services and work, the entering into contracts for assistance in connection with the performance of this Agreement, and shall proceed to cancel promptly all existing contracts insofar as such contracts are chargeable to this Agreement. Consultant shall provide the Owner a hard copy on high quality (minimum 24 lb) bond paper and an electronic copy in the format designated by the Owner, of all drawings, reports, etc developed at the time of the termination.

**8.2** Should the Agreement be terminated due to the fault of the Consultant, no further payments on the fee account will thereafter be made except for services previously authorized and performed which are of value to the Owner. Should the Agreement be terminated due to no fault of the Consultant, the Consultant will be paid promptly any unpaid fees and reimbursables for work actually authorized and performed under the Agreement.

**8.3** The notice required under Paragraph 8.1 may be delivered or served upon the Consultant or mailed to the Consultant's last known address by registered mail, and in case the notice is so mailed, it shall be deemed delivered within forty-eight (48) hours after the same is post marked.

 **ARTICLE 9**

 **MISCELLANEOUS PROVISIONS**

**9.1** APPLICABLE LAW DEEMED INSERTED

**9.1.1** This Agreement shall be governed by the laws of the State of Missouri. All applicable provisions required by law shall be deemed to be incorporated herein.

**9.2** CONFLICT OF INTEREST

**9.2.1** The Consultant will not hire any officer or employee of the Owner to perform any service covered by this Agreement. If the work is to be performed, in connection with a federal contract or grant, the Consultant will not hire any employee of the United States government to perform any service covered by this Agreement.

**9.2.2** The Consultant affirms that to the best of their knowledge there exists no actual or potential conflict between the Consultant's family, business or financial interests and the Consultant’s services under this Agreement, and in the event of change in either the Consultant’s private interests or service under this Agreement, the Consultant will raise with the Owner any questions regarding possible conflict of interest which may arise as a result of such change.

**9.2.3** The Consultant herein is an independent contractor and shall not act as an agent for the University, nor shall the Consultant be deemed to be an employee of the University for any purpose whatsoever. The Consultant shall not enter into any agreement or incur any obligations on the University's behalf or commit the University in any manner.

**9.3** NONDISCRIMINATION/EQUAL OPPORTUNITY

The University serves from time to time as contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212, formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

**9.4** PATENTS

The Consultant shall hold and save harmless the Owner and its officers, agents, servants and employees, from liability of any nature or kind, including cost and expense, for or on account of infringement or use of any patented or otherwise protected invention, process, or article in the performance of this Agreement, including its use by the Owner.

Whenever any invention or discovery is made or conceived by the Consultant in the course of or in connection with this Agreement, the Consultant shall furnish the Owner with complete information with respect thereto and the Owner will have the sole power to determine whether or where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Consultant shall, at the Owner's expense and the Owner's request, execute all documents and do all things necessary or proper with respect to such patent application.

**9.5** COPYRIGHT

The Owner will have the sole power to determine whether or not a copyright application will be filed for any published report or other document which results from the work performed under this Agreement. The Consultant shall, at the Owner's expense and at the Owner's request, execute all documents and do all things necessary or proper with respect to such copyright application.

**9.6** CERTIFICATE

**9.6.1** The Consultant certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

**9.6.2** If this agreement is for $100,000 or more, and if the Consultant is a company with ten (10) or more employees, then Consultant certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

 **ARTICLE 10**

 **ASSIGNMENT**

**10.1** It is understood that the services to be rendered by the Consultant hereunder are personal in character and that this Agreement shall not be assigned by the Consultant without the written approval of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

**For CONSULTANT: For THE CURATORS OF THE**

**UNIVERSITY OF MISSOURI**

**Name**

**Title**

**Title**

**MBE Yes \_\_\_\_\_ No \_\_\_\_\_**

**WBE Yes \_\_\_\_\_ No \_\_\_\_\_**

**SDVE Yes \_\_\_\_\_ No \_\_\_\_\_**

**Veteran Yes \_\_\_\_\_ No \_\_\_\_\_**

**DBE Yes \_\_\_\_\_ No \_\_\_\_\_**

 **EXHIBIT A - PROJECT DESCRIPTION**

 **LAND SURVEY AGREEMENT**

**DATE:**

**PROJECT:**

**PROJECT NO.:**

**LAND SURVEYOR:**

**PROJECT COORDINATOR(S):**

**PROJECT SCOPE:**

\* Boundary Survey (Article 4) \* Topographic Survey (Article 5)

**PROJECT SCHEDULE:**

**CONSULTANT'S FEE:**

**PROJECT REQUIREMENTS:**

Amendments to Article 4 and 5 survey requirements

Number of drawing/document copies required (2.1.2) \_\_\_\_\_\_\_\_\_\_\_\_\_

Electronic Record Required (2.1.3) Yes \_\_ No \_\_

If yes, the file format is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **EXHIBIT B - CONSULTANT BILLING RATES**

 **LAND SURVEY CONSULTANT AGREEMENT**

**DATE:**

**PROJECT:**

**PROJECT NO.:**

**PROJECT COORDINATOR(S):**

**CONSULTANT:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **EXHIBIT C - PROJECT LOCATION MAP**

 **LAND SURVEY CONSULTANT AGREEMENT**