

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

This Agreement entered into and executed this 4th day of March 2005, 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 services conducted on Oaklawn and Nettleton Cemeteries for the purpose of establishing the existing overall boundaries and defining Section/Lot corners for the opening of future burial sites within each cemetery.

And, Whereas the City of Jonesboro's forces are not licensed to perform land surveys on the aforementioned work; and Whereas, AET's staff is adequate and well qualified and it has been determined that its current work load will permit completion of the project on schedule;

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 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 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 owns Nettleton Cemetery; a 43 acre plot of land that was established in 1903 and Oaklawn Cemetery; a 40 acre plot of land that was established in 1904. The City sells spaces for burials in the cemeteries and maintains the cemetery grounds. Much of the cemetery land in both cemeteries has been sold or is occupied.

There are four sections of Nettleton Cemetery out of which the City would like to sell spaces. Some graves have already been established in these sections and the city is seeking a recommendation of how to legally establish the spaces, lots and sections with the existing graves. All of the graves in these sections may not be marked.

In Oaklawn Cemetery most of the graves are marked. There are four sections of the cemetery and an unmarked row along the west boundary of the center road out of which the City would like to sell spaces. Some graves have already been established in these sections and the city is seeking a recommendation of how to legally establish the spaces, lots and sections with the existing graves. The existing graves in Oaklawn Cemetery are marked.

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2. Proposed Basic Scope of Services

1. Perform a records search of legal documents in order to gain a legal description of Nettleton and Oaklawn Cemeteries.
2. Conduct a boundary survey and set all property corners pertaining to each cemetery. Look for existing section and lot corners in Nettleton and Oaklawn cemeteries. The City Cemetery Crews will to the best of their ability help to establish existing graves in new spots to be established.
3. Establishing new section and lot corners in sections 1, 2, 6 and 7 of Nettleton Cemetery. Establishing new section and lot corners in sections 12, 13, 14 and 15 in Oaklawn cemetery.
4. Sections corners will be set in Nettleton and Oaklawn cemeteries using pvc pipe filled with concrete, with a half inch rebar going down through the middle of concrete to a depth of eighteen inches. There will be a brass cap placed on said rebar imbedded into the concrete; brass cap will be stamped with section number. Rebar with an aluminum cap attached to the top will be placed at every lot corner and will be stamped with lot number; all points will be flush with the ground, with rebar going into ground to a depth of eighteen inches.
5. Intermediate points will be established on the property lines that will line up with all new section corners established by firm hired to perform survey; this will pertain to both Nettleton and Oaklawn cemetery.
6. Establish lot corners along the west side of center drive in Oaklawn cemetery, lot corners will be established in the same manner as listed in line # 4.
7. Establish points for new roads to access new grave sites in Nettleton cemetery. Center line of new road at 100' intervals as well as all radius points will be set in the ground by using hub and tacks driven flush with the ground, there will also be a high guard set at each point.
8. Drawings of the established sections, lots, roads and property lines of Nettleton and Oaklawn cemetery, will be provided to the city. Drawings will also include all new sections, lot and all new roads. Drawings will be tied into City GPS monuments, in order to integrate the old drawing with the new drawing. Digital as well as paper copies of all existing and all new points established will be provided to the City of Jonesboro Parks and Recreation Department.

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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 within 90 calendar days.

5. Compensation

Fee – Scope of Services in Items 2.1 through 2.8 \$16,000.00

Total Fee – Direct Labor and Materials: \$16,000.00

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 of 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.

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8. Additional Services

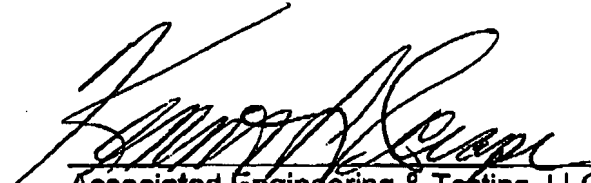
Additional services requested by the Mayor or the City Council not identified in the scope of work will be performed in accordance with the hourly rate schedule or an amendment to the contract can be executed for an amount agreeable to both parties.

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

Principal	150.00
Registered Surveyor	75.00
CADD/Drafting	60.00
Calc's/Setup	45.00
Survey Technician	30.00
GPS Survey Crew	150.00
4-Man Survey Crew	110.00
3-Man Survey Crew	95.00
2-Man Survey Crew	90.00

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