

## AGREEMENT FOR SERVICES

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

THIS AGREEMENT made, entered into and executed this the 18<sup>th</sup> day of April, 2006, by and between the

CITY OF JONESBORO

hereinafter called the "Owner", acting herein, by and through one of its officers, who is duly authorized to act for and in behalf of said Owner, and

RSA, INC. d/b/a NRS Consulting Engineers

hereinafter called the "Company", acting herein, by and through one of its principals, who is duly authorized to act for and in behalf of said Company, for the detailed design of the "Oaklawn Cemetery Expansion" hereinafter called the "Project".

NOW, THEREFORE, THE Owner and the Company, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

### SECTION I – EMPLOYMENT OF COMPANY

Owner agrees to employ the Company and the Company agrees to perform services in connection with the project work. The Company will be compensated for any and all preliminary work performed to develop the project in accordance with Section V.

## SECTION II – CHARACTER AND EXTENT OF SERVICES

The Company shall render the following services necessary for the development of the Project:

1. Perform boundary and topographic survey of the Project site.
2. Prepare preliminary lot layout and grading plan for the Owner's approval. The preliminary layout shall include proposed locations for Columbaria and maintenance facilities and the estimated cost for the design and construction of the Columbaria.
3. Once the preliminary lot and grading plan is approved, prepare detailed construction drawings for the project to include:
  - A. Final Plat;
  - B. Detailed Site Grading Plan;
  - C. Detailed Site Drainage Plan with Earthen Retention/Detention Facilities, as needed;
  - D. Detailed Paving Plan and Profiles for Access Drives and Drainage Systems; and,
  - E. Miscellaneous Details Required for Construction.

This task does not include the design of reinforced concrete or block retaining walls, lighting systems, irrigation systems, or any facilities needed for the maintenance shop or for any Columbaria.

4. Perform a subsurface soils investigation of the Project site as required by the Arkansas Department of Health (ADH). The subsurface soils investigation shall include at least one, six foot deep, test pit per acre. The Owner shall provide a backhoe and operator for this work.
5. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the Project and complete the National Pollution Discharge Elimination System (NPDES) permit application on behalf of the Owner for submittal to the Arkansas Department of Environmental Quality (ADEQ). The Owner shall pay the \$200.00 review fee that is required by ADEQ.
6. Submit two (2) copies of the detailed construction drawings to the Owner for review and approval.
7. Once approved, submit the required number of copies of the detailed construction drawings and the subsurface soils investigation reports to ADH for their review and approval. The Owner shall pay the \$50.00 review fee that is required by ADH.
8. Attend meetings with the Owner as needed during the design phase of the Project.

### **SECTION III – PERIOD OF SERVICE**

Following award by the Owner of this contract, the Company will proceed with the performance of the services called for in Section II of this Agreement and shall complete the services by August 31, 2006 or one hundred and thirty-two (132) calendar days, whichever the latter.

### **SECTION IV – COORDINATION WITH THE OWNER**

The Company and its Project Manager shall hold monthly conferences with the Owner, or his representatives, so that the Company shall have full benefit of the Owner's experience and knowledge of existing facilities and the future needs of the community, if the Owner requests.

### **SECTION V – BASIS OF COMPENSATION**

For and in consideration of the services to be rendered by the Company, the Owner shall pay the Company a lump sum fee of \$28,500.00. Partial payment for services shall be made monthly, as evidenced by monthly statements submitted by the Engineer and approved by the Owner.

A. Interest on Delayed Payments

Any payments, not in dispute, not made within thirty (30) days on statements rendered in accordance with the above provisions shall be subject to a charge for interest at the rate of eight (8%) percent per annum, beginning thirty (30) days from the date of the statement.

## **SECTION VI – EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this agreement:

- A. The employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Employer will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such an action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Employer agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- B. The employer will, in all solicitations or advertisement for employees placed by or on behalf of the Employer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

## **SECTION VII – OWNERSHIP OF DOCUMENTS**

All documents, estimates, and data are the property of the Owner. Company may retain copies thereof for his use. Company may retain original drawings upon providing the Owner with reproducible copies which shall become the property of the Owner who may use them for any purpose the Owner may choose. The Company is held harmless for any reproduction or use of the plans for other than their intended purpose.

## **SECTION VIII – OWNERS RIGHT TO AUDIT**

The Company hereby authorizes and agrees that the Owner, the State grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Company which are

directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

## SECTION IX – TERMINATION

The Owner may terminate this agreement at any time by a notice in writing to the Company. Upon receipt of such notice, the Company shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the actual services performed under agreement to the date of termination. The Owner shall then pay the Company promptly, that proportion of the prescribed fee for which the reasonable value (quantum) of the services actually performed under this agreement bear to the reasonable value of the total services called for under this agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed data and plans prepared under this agreement shall be delivered to the Owner when and if this agreement is terminated, but subject to the restrictions as to their use, as set forth above.

The Owner and the Company each binds himself and his partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither the Owner nor the Company shall assign, sublet or transfer his interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner.

IN TESTIMONY OF WHICH this instrument has been executed on behalf of the above named Company and has been executed on behalf of the Owner on the day and year first above written.

(Seal)

RSA, INC. d/b/a NRS Consulting Engineers  
Company  
BY   
John S. Selig, P.E.  
Principal

(Seal)