

ARKANSAS DEPARTMENT OF
POLLUTION CONTROL AND ECOLOGY

MINUTE ORDER NO. 76-17

LOCATION - SUBJECT: PROFESSIONAL

SERVICES CONTRACT

PAGE 1 of 1 PAGES

The attached Professional Consultant Services Contract for Personal Services between Mr. Vance Jones and the Department of Pollution Control and Ecology in the amount of Twenty-six thousand forty-five dollars (\$26,045) is recommended for approval by the Staff.

The contract will be for assistance to be provided to the Department by the development of a work plan for areawide waste treatment management as specified in Section 208, "Areawide Waste Treatment Management", Title 40, Protection of the Environment, Part 35, State and Local Assistance.

The attached contract with attachments concerning the Scope of Services; Compensation and Method of Payment; Terms and Conditions; and Payment Request Format for contract is hereby approved.

COMMISSIONERS

[Handwritten signatures and initials over horizontal lines]
RCR/yr by S/L

Chairman

Submitted by: S.L. Davies Date Passed: _____

5/28/76

I. Date, Parties

This agreement is entered into on the 1st of June, 1976 between Department of Pollution Control & Ecology of the State of Arkansas, hereinafter referred to as the Agency and Vance Jones 1921 South Harrison, Little Rock, Arkansas 72204

hereinafter referred to as the consultant.

II. Objectives and Scope

The Agency and Consultant agree that the objectives and scope of this agreement are as described herein or by attachments if so noted.

(Attachments Nos. 1, 2, 3, 4, _____, _____).

III. Term

The term of this agreement will begin on 1st of June, 1976, and shall extend for a period of approximately six months and/or as agreed to separately in writing by both parties.

The initial term of a contract shall not extend beyond June 30th of the year in which a biennium period ends. However, when it is necessary for a contract to extend beyond a biennium period, it is subject to the appropriation procedure of the Legislature and if the Legislature should disapprove the appropriation request, then the contract is terminated at the end of the biennial period.

These contracts are subject to all of the provisions of the General Accounting and Budgetary Procedures Law (Act 876 of 1973).

A letter to the consultant from the Agency extending or shortening the term of the agreement will be considered binding when endorsed by the consultant and returned to the Agency. This letter will have the same distribution as was given the related contract.

IV. Source of Funds

State Appropriated Funds _____ Other Funds _____
Appropriation Code _____ Other (Specify) _____
A. Federal Grant Funds Source _____

IX.

Authority

- A. This contract shall be governed by the Laws of the State of Arkansas, as interpreted by the Attorney General of the State and shall be in accordance with intent of Section 20 Act 620 of 1969.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of this agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration, if and when this contract is renewed or extended and the contract will be altered to comply with the then applicable laws.

SIGNATURES

CONSULTANT Vance Jones
 Consultant
 TITLE 1921 So. Harrison
 Little Rock, AR 72204
 ADDRESS
 June 1, 1976
 DATE

STATE AGENCY Dept. Pollution Control
 & Ecology, Director
 TITLE 8001 National Drive
 Little Rock, AR 72209
 ADDRESS
 June 1, 1976
 DATE

APPROVED

(DEPARTMENT OF FINANCE AND ADMINISTRATION)

DATE

Distribution

- (1) Original for Agency.
- (2) First copy for Consultant.
- (3) Second copy for Dept. of Finance and Administration, Pre-Audit Section.
- (4) Third copy for Agency.

ATTACHMENT #1

SCOPE OF SERVICES

OBJECTIVE -- To assist the Department of Pollution Control and Ecology (Agency) by the development of a work plan for areawide waste treatment management as specified in Section 208, "Areawide Waste Treatment Management," Title 40, Protection of the Environment, Part 35, State and Local Assistance.

SCOPE OF WORK -- The actual work in the project will be accomplished within the framework of the following five (5) steps. These steps are not necessarily sequential; several may take place simultaneously.

STEP 1 Establishment of Review Committee:

The Review Committee will be formed to participate in the development of the work plan and will also take initial responsibility in the Agency for the program. The Committee will consist of those employees within the Agency selected by Agency management and approved by the Consultant to assist in the decision-making process.

STEP 2 Development of specific objectives for the project:

The Review Committee and the Consultant shall work closely and cooperatively in the development of objectives for the project.

STEP 3 Develop the Work Plan for 208:

The Committee and Consultant shall analyze the existing programs, the approved Continuing Planning Process, and the Guidelines for State Water Quality Management to evaluate objectives and determine priorities, as well as establishing resources required, staffing, time schedules, and budgeting processes necessary to a sound management system.

The results will be summarized into a comprehensive document which will serve as a guide for the implementation process.

STEP 4 Conducting evaluation sessions:

These sessions will guide the Committee and Consultant in making decisions. This will be a continuing process throughout the entire project.

STEP 5 Documentation:

The Consultant shall prepare the necessary documentation during the project for distribution to all Committee members.

ATTACHMENT #2

COMPENSATION AND METHOD OF PAYMENT

COST

The cost of the services described in Attachment #1, hereto, shall not exceed Twenty Six Thousand Forty Five (\$26,045.00) Dollars for the complete six (6) month period. It is understood by and between the parties that the Consultant will be reimbursed for actual travel expenses (including mileage at the current State rate) in addition to the cost of services above.

METHOD OF COMPENSATION

Upon execution of the contract, June 1, 1976, the Consultant will be paid 10% of the contract (\$2,604.50) for start up costs. After the initial start up payment, the Consultant will be paid in nine (9) equal installments of \$2,315.00 on the first (1st) and fifteenth (15th) of each month commencing June 15, 1976 and ending October 15, 1976, and one final installment of \$2,605.50 to be paid after completion and submission of an approvable 208 Work Plan. Invoice billings will be made on Attachment #4 to the Agency by the Consultant.

On or before the first of each calendar month, the Consultant shall submit to the Agency a written report of progress specifying the work performed under the contract.

The total of all requisitions submitted by the Consultant to the Agency shall not exceed the total amount as indicated above plus any travel required and approved by the Agency.

INFORMATION AND SERVICES PROVIDED BY THE AGENCY

The Agency agrees to make available to the Consultant advice, counsel, information, reasonable access to Agency personnel necessary for completion of the services required for completion of the 208 Work Plan. In addition, the Agency shall provide adequate office space, equipment, and supplies necessary for completion of the contract.

INFORMATION AND SERVICES PROVIDED BY THE CONSULTANT

The Consultant shall provide adequate clerical, administrative, and research support for this project at no additional cost to the Agency.

ATTACHMENT #3

TERMS AND CONDITIONS

The scope of the work to be completed under this contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No modification of the terms of this contract shall be made that would change the total contract price, unless such changes, including any increase or decrease in the amount of the Consultant's compensation, are mutually agreed by and between the Agency and the Consultant and shall be incorporated in written amendments to this contract.

TERMINATION OF CONTRACT

1. The Consultant shall have completed all work covered by this contract and this contract shall terminate on November 30, 1976 unless extended by mutual consent of the Agency and the Consultant. In the event that work is not completed by that date and mutual consent of the two parties for extension of the contract is not obtainable, the following procedures shall be followed:
 2. This contract may be terminated prior to the expiration of the contract period mentioned by unanimous written agreement by the two parties to this contract, or;
 3. If, through any cause other than an act of God, the Consultant shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Consultant shall violate any of the covenants, agreements or
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stipulations of this contract, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event all finished or unfinished documents, data studies, surveys, drawings, maps, reports, photographs, etc., prepared by the Consultant under this contract shall, at the option of the Agency, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

4. The Agency may terminate this contract any time by a thirty (30) day notice in writing to the Consultant. If the contract is terminated by the Agency as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total of compensation previously made.

COVENANTS

The Consultant herein agrees, states, and otherwise consents to the applicable and necessary Federal and State restrictions and laws as relating to conflicts of interest, equal employment requirements, wage and hour laws and other applicable restrictions and provisions.

The provisions relating to Executive Order Number 11246 of September 24, 1965, will be conformed to (ANTIDISCRIMINATION) and made a part of this agreement.

SUCCESSORS AND ASSIGNMENTS

The Agency and the Consultant, each binds itself, its partners, successors, executors, administrators, and assigns to the other party to this agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this agreement.

ATTACHMENT #4

YOUR LETTERHEAD

Mr. S. Ladd Davies
Director
Department of Pollution Control
and Ecology
8001 National Drive
Little Rock, Arkansas 72209

ATTENTION:

Dear Mr. Davies:

This is a request for payment of professional services for
the period from _____ to _____ in the
amount of \$ _____ under Contract No. _____.

Sincerely,

Consultant