

MAYOR

George B McGill

**ACTING CITY
ADMINISTRATOR**

Jeff Dingman

CITY CLERK

Sherri Gard

BOARD OF DIRECTORS

Ward 1 - Jarred Rego

Ward 2 - Andre' Good

Ward 3 - Lee Kemp

Ward 4 - George Catsavis

At-Large Position 5 - Christina Catsavis

At-Large Position 6 - Kevin Settle

At-Large Position 7 - Neal Martin

AGENDA
Fort Smith Board of Directors
STUDY SESSION
May 26, 2026 ~ 6:00 p.m.
Blue Lion
101 North 2nd Street
Fort Smith, Arkansas

THIS MEETING IS BEING TELECAST LIVE AT THE FOLLOWING LINK:

<http://www.fortmithar.gov/watch>

CALL TO ORDER

ITEMS OF BUSINESS

1. Discussion regarding concept of wholesale wastewater services agreement with the Town of Arkoma (*City Administrator*)
2. Discussion regarding execution of an agreement with Garver, LLC for providing engineering services associated with the Massard Water Reclamation Facility Improvements, Project No. 25-15-ED1 ~ *Kemp/Rego placed on future study session agenda at the May 19, 2026 regular meeting ~ (Engineering)* ♦ ●
3. Discussion regarding review of injury leave policy for City of Fort Smith employees injured in the line of duty ~ *Kemp/Settle requested at the May 19, 2026 regular meeting ~ (Human Resources)*
4. Review preliminary agenda for the June 2, 2026 regular meeting (*City Clerk*)

ADJOURN



MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: May 20, 2026
SUBJECT: Wholesale Wastewater Agreement with the Town of Arkoma

SUMMARY

Staff had a productive discussion with Arkoma in late April. We met with the City Manager, Mayor and two council members from Arkoma and three persons from the Choctaw Nation of Oklahoma. This meeting was facilitated by the Choctaw Nation's Director of Water Resources Ahndrea Ablett.

The Choctaw Nation previously enlisted the assistance of their independent rate consultants (Hazen & Sawyer of Raleigh, NC – and at no cost to Fort Smith or Arkoma) to review the methodology Andy Richards used to determine the rates we proposed to Arkoma last summer (attached) for the treatment of Arkoma's wastewater of either \$5.68/ccf including an I&I factor or \$3.48/ccf without an I&I factor (these rates have increased by 3.5% as of January 1, 2026). Since Arkoma didn't favor either of those rates, no agreement was finalized and our rate for serving them effective June 22, 2025 was \$8.75/ccf (now increased by 3.5% to \$9.05/ccf).

The Hazen & Sawyer analysts confirmed the methodology Fort Smith used to determine the proposed rates, saying that the proposed rates for wholesale wastewater treatment services were fair, defensible, and appropriately captured our cost to serve Arkoma and provide a reasonable rate of return for providing the service. They also looked at wholesale wastewater rates employed by Oklahoma City (\$4.14), Tulsa (\$4.77), and Fayetteville (\$4.97) and found our proposed rate of \$3.48/ccf for Arkoma to be lower than all three. With this confirmation and with the advice and assistance from the Choctaw Nation's water team, Arkoma agreed to discuss terms of an agreement with Fort Smith based on our proposed rates.

In our April meeting we discussed the following concept with Arkoma:

- Both cities re-engage their respective attorneys to develop a suitable agreement for the treatment of Arkoma's municipal wastewater.
- That agreement should set its initial wholesale wastewater volume rate at \$3.60 per CCF, the amount that Mr. Richards calculated last year (attached) to reasonably cover the cost of providing this service to Arkoma. That rate would increase by the 3.5% each January 1 through 2030 to align with the city's existing rate ordinance.
- That agreement would be for a term of five years but include provisions for early termination if Arkoma establishes a properly permitted and operational wastewater treatment system before the term expires, which is their goal.

- The amount of Arkoma's billed usage from June 1, 2025 through December 31, 2025 would be recalculated based on the rate of \$3.48 per CCF. Discounted for the amounts paid by Arkoma (they've consistently paid at least a portion of their monthly bill) and removing penalties and late fees we would mutually establish an amount owed from June 1, 2025 through December 31, 2025.
- The amount of Arkoma's billed usage from January 1, 2026 through the effective date of the new agreement (TBD) would be recalculated based on \$3.60 per CCF (the previous rate plus 3.5% increase). Discounted for the amounts paid by Arkoma and removing penalties and late fees we would mutually establish an amount owed for usage from January 1, 2026 through the effective date.
- The cumulative amounts of the two calculations above would be established in the agreement as a specific amount owed by Arkoma to Fort Smith, and we could build into the agreement a plan for monthly payments of a specified amount until the amount owed is satisfied, even if actual provision of services expires early.. This payment would be in addition to the then-current amounts owed for new usage billed at the then-current rate through the term of the agreement.

Arkoma understands that staff recommendation of the above to our Board of Directors (the \$3.60 rate which does not include an allocation for I&I recovery, and the retroactive recalculations) is dependent on Arkoma's commitment to find itself an alternative to Fort Smith's wastewater treatment system. Arkoma is working with the Choctaw Nation's Water Resource Team to develop a plan, secure funding and start the permit process for installing a lagoon system for handling their municipal wastewater, serving about 600 customers. Fort Smith should encourage and support this project. There is progress as they have identified suitable property and are negotiating with an apparently willing property owner to purchase it. They have started their permit processes with the State of Oklahoma and have engaged an engineer for preliminary design concepts. To that end, a five-year term of a new agreement is palatable as they plan to have their facility in place by then, perhaps sooner.

Fort Smith's intention has been to recover a reasonable rate to cover its cost of treating the volume of Arkoma's municipal wastewater. Arkoma working toward treating its own wastewater is an even better result. The details of the concept described above may need to change as the final agreement comes together, but Arkoma's City Council discussed and approved the concept at their May 5 meeting. This item is presented for discussion at the Board's May 26 study session, intending to seek the Board's approval of the concept before finalizing an agreement for consideration by both governing bodies.

Please let me know if you have questions regarding this agenda item that we can specifically address at the study session.

ATTACHMENTS

1. [20260507 Arkoma Wastewater Agreement draft.pdf](#)
2. [20250612_Sewer_Rate_Analysis_-_Arkoma_1.pdf](#)
3. [20260521 Arkoma Rate Proposal Comparison - update.pdf](#)

WASTEWATER AGREEMENT

DRAFT

This Wastewater Agreement (“Agreement”) made and entered into by and between the City of Fort Smith, Arkansas (“Fort Smith”) and the Arkoma Municipal Authority (“Arkoma”) (Fort Smith and Arkoma may be referred to herein individually as a “Party” or collectively as the “Parties”). This Agreement is made effective on _____.

W I T N E S S E T H:

WHEREAS, the Parties previously entered into agreements, dated August 7, 1985, and February 19, 2013, with reference to the accepting for treatment by Fort Smith sanitary wastes delivered by Arkoma to the Fort Smith wastewater collection system;

WHEREAS, though the term of the Parties’ February 19, 2013 Wastewater Agreement expired on February 19, 2023, the Parties have continued operating under the terms of that agreement such Fort Smith has continued to provide Arkoma wastewater services and Arkoma has utilized such services of Fort Smith;

WHEREAS, Arkoma is delinquent on its account for wastewater services provided by Fort Smith, said delinquency/outstanding balance being in the amount of \$\$\$___ as of April 30, 2026, exclusive of any late fees or penalties;

WHEREAS, the Parties desire to: (1) continue their previous arrangement relative to Fort Smith accepting for treatment wastewater delivered by Arkoma under the terms expressed in this Agreement; and (2) set forth their agreement relative to Arkoma’s payment for wastewater services previously provided by Fort Smith.

NOW, THEREFORE, subject to the terms and conditions of this Agreement, and in consideration of the mutual agreements and covenants hereinafter set forth and the recital set

forth above, and for other good and valuable consideration to Fort Smith and Arkoma, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. During the term of this Agreement identified in paragraph 2 below and continued effectiveness of the Municipal User Permit identified in paragraph 3 below, Fort Smith agrees to accept wastewater flow delivered by Arkoma to the Fort Smith wastewater system and to convey such flow in the same manner as wastewater flows within Fort Smith.

2. This Agreement shall have a term of five (5) years (“Initial Term”) unless earlier terminated according to its provisions. This Agreement may be renewed by Fort Smith for an additional five (5) years following the expiration of the Initial Term after receiving written notice from Arkoma, delivered by registered mail, requesting an extension of the Agreement at least ninety (90) days in advance of the expiration date of the Initial Term. Arkoma is in the process of obtaining an alternate method of disposing of the wastewater from its wastewater collection system and Fort Smith encourages such efforts of Arkoma. The Parties recognize that Arkoma’s alternate method of disposing of its wastewater may not be realized for several years. In the event Arkoma obtains an alternate method of disposing of the wastewater from its wastewater collection system, Arkoma may terminate the provisions of this Agreement relative to Fort Smith’s provision of wastewater services to Arkoma after first giving Fort Smith written notice 60 days prior to such termination. In the event Arkoma terminates the provisions of this Agreement relative to Fort Smith’s provision of wastewater services, the obligation of Arkoma to satisfy any payment obligations relative to past wastewater services, as set forth in paragraph 4(b) below, shall remain unaffected thereby and shall continue in full force.

3. Municipal User Permit No. MUNP003101 issued by Fort Smith to Arkoma, effective February 1, 2008, in accordance with the provisions of Section 8, City of Fort Smith Ordinance 27-16, codified in Chapter 25, Article VI, Division 2 of the Fort Smith Municipal Code, shall continue in affect after execution of this Agreement, subject to Permit renewal and other requirements. Arkoma shall take all required actions to maintain the effectiveness of the Permit throughout the term of this Agreement. The Permit is subject to modification by Fort Smith for the reasons set forth in the Permit. The provisions of this Agreement shall be deemed to be modified to be consistent with any modifications to the Permit.

4(a). For wastewater services provided by Fort Smith as described herein on and after _____[insert date], Arkoma agrees to pay Fort Smith the rate in the amount of \$3.60/CCF (“Wastewater Rate”). Fort Smith will submit a billing each calendar month for wastewater volume received from Arkoma during the preceding calendar month and such billing shall be due and payable by Arkoma within twenty (20) days from the date of mailing. Any billing which is not paid by the due date shall be subject to a ten percent (10%) late payment fee. The total amount of the billing, plus late payment fee, shall be subject to interest at the rate of ten percent (10%) per annum from forty (40) days from the billing date until paid. The Wastewater Rate shall increase annually by 3.5% at the beginning of each calendar year this Agreement is in effect, the first such increase occurring on January 1, 2027.

(b) For wastewater services provided by Fort Smith to Arkoma from June 1, 2025 through _____ [insert applicable date] (“Past Wastewater Services”), Arkoma agrees to pay Fort Smith the rates set forth in Exhibit _____. As reflected in Exhibit _____ attached hereto, Arkoma currently owes Fort Smith the amount of _____

for Past Wastewater Services (“Account Balance”). Arkoma agrees to pay Fort Smith the amount of _____ per month, beginning on _____ to satisfy Arkoma’s Account Balance for Past Wastewater Services. So long as Arkoma timely makes the required monthly payment to satisfy its Account Balance, Fort Smith agrees to refrain from taking any further efforts to collect the Account Balance. If at any time Arkoma fails to pay timely the monthly payment required above, Fort Smith may take any efforts it deems appropriate to collect the Account Balance of Arkoma. The obligation of Arkoma to pay the monthly payment to satisfy its Account Balance as set forth in this paragraph 4(b) shall survive in the event Arkoma terminates the provision of wastewater services by Fort Smith as set forth in paragraph 1 above.

5. The high-strength charges for wastewater as established in the Fort Smith sewer rate ordinance for the Municipal/Wholesale User Class shall be determined from Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) measurements taken by Arkoma at locations and frequency as stipulated in Part 2 - Self-Monitoring Requirements of the Municipal User Permit No. MUNP003101. Samples taken by Fort Smith for the purpose of assuring permit compliance shall also be utilized in determining applicable high-strength charges for wastewater treatment.

6. Arkoma agrees to provide and maintain, at its expense and in accordance with specifications approved by Fort Smith, appropriate vaults and wastewater meters on public property or public easements at each point of connection, for properly registering the flow, in hundred cubic feet, of wastewater volume entering the Fort Smith system. The points of connection shall be located and constructed in such a manner to allow sampling of Arkoma’s wastewater to ensure compliance with the requirements of the Municipal User Permit and this

Agreement. It is agreed by Arkoma that Fort Smith, or its agents, employees, or servants, shall have unlimited right of access to such points of connection and physical facilities for meter readings and any other purpose of this Agreement. Furthermore, it is agreed that Arkoma will make no connections to the Fort Smith system other than at approved sites.

7. Fort Smith shall provide the monthly reading of the wastewater meters for the purpose of preparing billings pursuant to the rates established in paragraph 4 above or by subsequent amendments thereto. If it becomes evident that the wastewater meters are providing inaccurate measurement or are otherwise malfunctioning, then the payment for wastewater volume shall be based on (A) one-hundred percent (100%) of metered water usage from all water sources, or (B) the average metered wastewater usage over the previous twelve (12) months as a ratio to the average metered usage from all water sources for the same twelve (12) month period, whichever is the greater percentage, for those billing periods the wastewater meters inaccurately measure or malfunction. Billing based on (A) or (B) above shall then continue for a reasonable time to repair the wastewater meters. The metered water usage in (A) or (B) above shall mean the “net” water usage by Arkoma. “Net” shall be define as that water which is delivered to Arkoma from all water sources, less that water delivered by Arkoma to users outside Arkoma’s wastewater service area who do not return a contributing wastewater flow. Arkoma shall provide the monthly water meter readings from which the “net” water usage is determined for the purpose of preparing billings pursuant to this Agreement or by subsequent amendments thereto.

8. Arkoma shall have full responsibility for all construction, maintenance and operation of Arkoma’s wastewater system, including all parts thereof necessary to deliver the wastewater to the Fort Smith system.

9. Arkoma agrees to adopt and enforce with reference to all users of its wastewater system requirements and restrictions which are, at least, as restrictive as those provisions of the ordinances of Fort Smith restricting and controlling discharges into the wastewater system of Fort Smith. It is recognized that the present Fort Smith controls are those established primarily by Ordinance 27-16 as codified. Within ninety (90) days of the execution of this Agreement, Arkoma shall adopt an ordinance which complies with the requirements of this paragraph and provide proof of such adoption to Fort Smith. It is further recognized by the Parties that the requirements of Ordinance No. 27-16 are subject to being amended by Fort Smith.

10. Arkoma acknowledges that in January 2015 Fort Smith entered into a Consent Decree with the Department of Justice, Environmental Protection Agency and Arkansas Attorney General which imposed certain directives and stipulations for the operation of Fort Smith's wastewater system. Subject to the further enforcement actions and operational requirements imposed by said Consent Decree, Fort Smith may, upon written notice, issue modifications to this Agreement and Municipal User Permit No. MUNP003101 to be consistent with, and to achieve compliance with, any directives or stipulations of any regulatory agency having authority over the operation of Fort Smith's wastewater system.

11. A Party shall not be in default under this Agreement in the event the performance of its obligations hereunder are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President, Congress, or Governor and affecting the Party claiming a force majeure event; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fire; strikes; or, other catastrophic events

which are beyond the reasonable control of the Party claiming a force majeure event. “Other catastrophic events” do not include: (1) strikes, lockouts, or other labor unrest; or, (2) the financial inability of either Party to perform its obligations under this Agreement.

12. This Agreement constitutes the full and entire agreement among the Parties. Failure by either Party to require strict compliance from the other Party as to any of the terms of this Agreement shall not constitute a waiver of any non-compliance of the applicable provisions of this Agreement. Should Arkoma fail to comply with the terms of this Agreement or the Municipal User Permit, Fort Smith shall serve Arkoma with written notice stating the nature of the non-compliance and providing a reasonable time frame for correcting the non-compliance. Arkoma may deliver in writing to Fort Smith within five (5) days of receipt of such notice a request for a hearing with Fort Smith representatives to show cause why notice should be rescinded or modified. Arkoma shall be liable to Fort Smith for any expense, loss, or damage occasioned by Fort Smith by reason of such non-compliance. In cases of repeated non-compliance, Fort Smith may revoke the Municipal User Permit and terminate wastewater treatment services by giving thirty (30) days’ notice in writing to Arkoma.

13. This Agreement shall be binding upon the successors of the Parties hereto. This Agreement shall not be assignable by either Party without the prior written consent of the other Party hereto. It is agreed that in the event of any occurrence rendering Arkoma incapable of performing under this Agreement, any successor of Arkoma, whether the result of legal process, assignment, or otherwise, shall succeed to the rights, responsibilities and obligations of Arkoma hereunder.

14. Any notice required to be given by the provisions of this Agreement shall be effective as delivered to the following persons at the indicated addresses:

City Administrator
City of Fort Smith
P.O. Box 1908
Fort Smith, AR 72902-1980

Arkoma Municipal Authority
Attn: Mayor of Town of Arkoma
P.O. Box 277
Arkoma, OK 74901

15. Enforcement or interpretation of any portion of this Agreement shall be governed by the laws of the State of Arkansas. Any litigation relating to this Agreement brought by either Party shall be filed and prosecuted in the Sebastian County Circuit Court, Fort Smith District.

IN WITNESS WHEREOF, the Parties, pursuant to resolutions of their respective governing bodies, have caused this Agreement to be executed by the Mayor and City Clerk of Fort Smith and the Chairman of the Arkoma Municipal Authority and City Clerk of Arkoma.

CITY OF FORT SMITH, ARKANSAS

ARKOMA MUNICIPAL AUTHORITY

By: _____
Mayor

By: _____
Chairman of the Authority

ATTEST:

City Clerk

DRAFT

ATTEST:

City Clerk

**Wastewater Cost/Rate Analysis
Estimate
Based on Fiscal Year 2024**

Cost Rate Analysis - Treated Wastewater	39% INI	0% INI
Wastewater Allocated Expenditures + Depreciation		
Policy and Administration Services	\$ 633,689	\$ 633,689
Management Services	2,548,116	2,548,116
Development Services	161,645	161,645
Operation Services	18,397,911	18,397,911
Non-Departmental	50,000	50,000
Debt Service (interest)	-	-
Estimated Depreciation-Wastewater System	7,829,458	7,829,458
Total	\$ 29,620,819	\$ 29,620,819
Wastewater treated (CCFs)	9,682,384	9,682,384
Wastewater treated cost per CCF-at the plant	\$ 3.06	\$ 3.06
INI adjustment factor - 39%	163%	100%
Wastewater cost rate per CCF - Arkoma	\$ 4.99	\$ 3.06
Rate increase 2025/Inflation factor	103.5%	103.5%
Wastewater cost rate per CCF - Arkoma - inflation adjusted - 2025	<u>\$ 5.16</u>	<u>\$ 3.17</u>
Wastewater cost rate per CCF - Arkoma - inflation adjusted + 5% ROI - July 1, 2025	<u>\$ 5.42</u>	<u>\$ 3.32</u>
Wastewater cost rate per CCF - Arkoma - inflation adjusted + 10% ROI - July 1, 2025	<u>\$ 5.68</u>	<u>\$ 3.48</u>
Rate - January 1, 2026	\$ 5.88	\$ 3.60
Rate - January 1, 2027	6.08	3.73
Rate - January 1, 2028	6.29	3.86
Rate - January 1, 2029	6.51	4.00
Rate - January 1, 2030	6.74	4.14

Rate Change Proposals - Arkoma

Remove Penalties	Current Rates	Proposed \$3 Rates
Amount Billed	\$ 3,020,613.25	\$ 2,758,144.52
Amount Paid	\$ (2,617,012.05)	\$ (2,617,012.05)
Outstanding	\$ 403,601.20	\$ 141,132.47
Delinquent	\$ 371,937.12	\$ 128,434.39

Notes:

"Current Rates" = actual billed amount based on approved rates

"\$3 Rate" = \$3.48 per ccf July 2025-January 2026, \$3.60 per ccf February 2026-current

No penalties have been assessed since March 2025

Includes all charges, payments, adjustments, & penalties since October 2018



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Todd Mittge, Director of Engineering
DATE: May 21, 2026
SUBJECT: Discussion Regarding an Agreement with Garver, LLC to Provide Engineering Services for the Massard Water Reclamation Facility Improvements

SUMMARY

This agreement was tabled at the May 19th Board meeting and added to the May 26 Study Session for further discussion. Garver LLC, was asked to provide a more detailed task list with estimated hours for review and discussion. Attached is an updated agreement modified to a fixed fee, in lieu of a lump sum. Due to file size constraints, pages 34-45 containing a heavily detailed schedule were removed from the agreement and will be presented at the Study Session for review. The agreement is still "not to exceed \$8,575,000.00 without written approval of the Owner". Garver would be paid based on percentage of task completed, based on hourly rates (schedule included in the agreement).

At times, Garver will have 45-50 staff members working on this project simultaneously. These hours are noted in the document. We realize it is not feasible for only one or two engineers to work the estimated numbers of hours required. The number of staff they have to dedicate to this project is a considerable benefit to using a large firm such as Garver, LLC, in addition to Garver's specific knowledge of Fort Smith's system. Normally design costs estimates could be 10% of the construction. This agreement, based on our construction estimate of \$150,000,000.00 is approximately 5.5%-6% of the estimated construction cost. It is my opinion that the city is getting a good value with this agreement.

This project will address large deficiencies at the Massard Water Reclamation Facility. The Consent Decree lists several capacity-related projects. On page 135, Appendix E2 of the Federal Consent Decree, the Massard Wastewater Treatment Plant Improvements are listed. Using hydraulic flow modeling, flow monitoring, and historical SSO occurrences, staff confirmed this project is necessary to eliminate the cause of the largest remaining wet-weather SSO, which has been the source of approximately 15 million gallons of untreated wastewater being discharged into the environment since February 2022. This component of the project facilitates compliance with the Consent Decree by reducing and eliminating SSOs and the reduction of potential of SSO stipulated penalties for our largest volume SSO site. This project will allow the wet-weather events to undergo preliminary treatment and then be added to fully treated wastewater, undergo disinfection, and then be discharged to the Arkansas River. Additionally, the City entered a Consent Administrative Order (CAO) with the Arkansas Division of Environmental Quality (DEQ) in 2024 for permit violations due to the

deterioration of the Massard WRF. This project will also allow the treated wastewater to meet the required permit limits for compliance.

A Request for Qualification was utilized for interested engineering firms to submit related qualifications for consideration. After review by a panel consisting of Jeff Dingman, Todd Mittge, Jimmie Johnson and Lance McAvoy, the firms of Freese & Nichols and Garver were chosen to interview. Interviews were scored individually by the selection panel and Garver was chosen. Included in their submission, Garver chose to team with Hawkins-Weir for the initial design portion of the project. This project will utilize construction management at risk (CMAR) to allow the construction to be completed in a timely manner to meet requirements of both the Consent Decree and CAO. This process has been used multiple times by the City to address time sensitive projects and control construction cost. This project was included in the approved CIP for Consent Decree. Future agreements related to this CMAR project will be brought to the Board of Directors for their approval and to provide transparency in the process and the project Please let us know if you have any questions or need additional information.

ATTACHMENTS

1. [5-26-26 Item ID 2767 25-15-ED1 Massard WRF PSA-Updated SCHEDULE PAGE 34-35 REMOVED DUE TO SIZE.pdf](#)
2. [5-26-26 Item ID 2767 Approved CIP Attachment.pdf](#)
3. [5-26-26 Item ID 2767 Note on Agreement.pdf](#)

AGREEMENT
BETWEEN
CITY OF FORT SMITH, ARKANSAS
AND
GARVER, LLC
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, **2026** between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER)** and **Garver, LLC., 911 Garrison Avenue, Suite 101, Fort Smith, Arkansas, 72901 (ENGINEER)**. OWNER intends to employ ENGINEER to provide engineering services in connection with the **Massard WRF Improvements (Project Number 25-15-ED1)** (hereinafter called the **Project**).

In consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below, ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

- 1.1.1 Perform professional services to the extent provided in **Exhibit A, “Scope of Services”**.
- 1.1.2 Consult with OWNER to define and clarify OWNER’s requirements for the Project and available data.
- 1.1.3 Advise OWNER as to the necessity of OWNER’s providing data or services of the type described in SECTION 3 which are not part of ENGINEER’S Basic Services, and assist OWNER in obtaining such data and services.
- 1.1.4 Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.
- 1.1.5 Provide current and renewal copies of all certificates of insurance as required by this Agreement.
- 1.1.6 Confirm Statement of Qualifications (SOQs) are up-to-date and on file with the City at the City Clerk’s Office.
- 1.1.7 Not commence work until written Notice to Proceed (NTP) has been issued by the OWNER.
- 1.1.8 If ENGINEER receives a sales tax rebate, that rebate must be submitted with the appropriate invoice.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, and agreed to by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary for Basic Services except to the extent provided otherwise in **Exhibit A, "Scope of Services"**. These services will be paid for by OWNER as indicated in Section 5.1.2.

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
- 2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.
- 2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.5 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- 2.1.7 Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations. ENGINEER shall not

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assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. ENGINEER shall be responsible for any hazardous materials ENGINEER brings to the Project site.

- 2.1.8 Furnishing services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.9 Prepare and provide completed permit applications for all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.
- 2.1.10 Work for Additional Services will not commence until written Notice to Proceed (NTP) has been issued by the OWNER.
- 2.1.11 No changes may be started until approval is provided by the OWNER.
- 2.1.12 ENGINEER will submit invoices for Additional Services in accordance with the terms of this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall furnish or obtain from others Services of the following types except to the extent provided otherwise in **Exhibit A, "Scope of Services"**.

- 3.1 Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; and furnish copies of design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2 Assist ENGINEER by making reasonably available for ENGINEER's use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. ENGINEER may reasonably rely upon the accuracy, timeliness, and completeness of information provided by OWNER.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Apply for permits from all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the Work.

- 3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, communicate OWNER's decisions relative to the Project, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services. Time and compensation issues under this Agreement and any project construction contract shall be taken to the OWNER's Board of Directors for approval.
- 3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.10 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.
- 3.12 Prepare Easement or Right-of-Way documents for and obtain additional rights-of-way or easements as required for the Project (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).
- 3.13 Compile and print contract documents, specifications and construction plans, publish an Advertisement for Bids, receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the OWNER's governing body for approval of construction and testing contracts (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).
- 3.14 Compile contracts, bonds, certificates of insurance and other related contractual documents for review by the OWNER's legal counsel and execution by the appropriate parties.
- 3.15 OWNER will issue written NTP prior to the start of work.
- 3.16 OWNER will approve all changes to scope prior to the start of such services. A NTP will be issued for the additional services.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the study, design, award of contracts and construction of the Project, if included in **Exhibit A, "Scope of Services"**. ENGINEER shall receive compensation and time extensions for services that extend beyond the agreed upon period if such extension is not due to the sole negligence of ENGINEER.
- 4.2 If OWNER has requested modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation may be adjusted appropriately. No changes will be made without specific written OWNER approval.
- 4.3 If OWNER fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, ENGINEER may request that his services be suspended under this Agreement.
- 4.4 If ENGINEER's services for study, design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written request to OWNER (but without termination of this Agreement) shall be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for in Section 5 of this Agreement shall be subject to renegotiation.
- 4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared and is to be included in **Exhibit A, "Scope of Services"**.

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (except as amended and supplemented by **Exhibit A, "Scope of Services"**) a Fixed Fee amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER's Hourly Rates as shown on the attached **Exhibit B, "Engineer's Hourly Rates"** for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. For ENGINEER's Consultant charges (except as amended and supplemented by **Exhibit C, "Fee Schedule"**) the OWNER shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00. The maximum compensation to the ENGINEER for Basic Services and Reimbursable Expenses shall be as provided in Section 8.3 of this Agreement.

5.1.2 For Additional Services

Any and all Additional Services and payment of these services shall be agreed to in writing by OWNER and ENGINEER prior to rendering these services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General

For services of ENGINEER's employees engaged directly on the Project pursuant to Section 2, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees time Hourly Rates as shown on the attached **Exhibit B, "Engineer's Hourly Rates"**. The maximum amount paid shall not exceed the amount approved by OWNER.

5.1.2.2 Special Consultants

Any and all Additional Services must be approved with an Amendment to the Agreement. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed to ENGINEER therefor times a factor of 1.00 (except as amended and supplemented by **Exhibit C, "Fee Schedule"** or as specified in rate scale exhibit shown within the Amendment).

5.1.3 For Reimbursable Expenses

In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, upon ENGINEER providing OWNER an itemized receipt identifying Reimbursable Expenses, OWNER shall pay ENGINEER the actual costs of Reimbursable Expenses incurred in connection with Basic and Additional Services. This applies to services performed by sub-contractors and any others hired by ENGINEER to support this effort.

The OWNER reserves the right to audit any invoice (except ENGINEER'S Hourly Rates). ENGINEER shall refer to Utility Department Travel Policy and Invoice Policy for Reimbursable Expenses. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.

5.1.3.1 Airfare

Airfare ticket reimbursement will be made for actual coach costs. Receipts must have dates of travel. OWNER will not pay for flight insurance or upgrades. If a flight voucher is issued to the traveler, the voucher must be provided to the OWNER.

5.1.3.2 Lodging

Lodging will be reimbursed up to the current General Services Administration (GSA) rate, plus tax, for the current year, and requires submittal of an itemized room receipt, which includes dates, length of stay, and employee's full name.

5.1.3.3 Meals

A per diem meal allowance will be paid up to the current GSA rate for the current year. Travel days will be paid at a prorated rate per the GSA policy. Per diem will not be paid for meals provided by the hotel, or any meals provided by attendance at a conference. Meal receipts are required for individual travelers.

5.1.3.4 Mileage

Mileage for a privately owned or company owned vehicle shall be reimbursed in accordance with the current GSA mileage chart. The request for mileage reimbursement shall include the total miles driven for the time period covered by the invoice, purpose of travel, the reimbursement rate, the total reimbursement requested and the employee's full name.

5.1.3.5 Parking and Tolls

All parking and toll receipts must have the cost, date, and location of the fees.

- 5.1.3.6 Other Transportation Costs (taxi, metro, Uber, etc.)
All other transportation costs must have an itemized receipt of the fare with travel date, time, distance, and any other fees that are included in that fare.
- 5.1.3.7 Lease Agreements
All leases must be pre-approved by OWNER. A copy of OWNER reimbursed lease agreement must be provided with any lease reimbursement requests. Cleaning or custodial services shall not be reimbursed.
- 5.1.3.8 Working Meals with OWNER
Reimbursement for meals provided during meetings must be preapproved and shall include a receipt for the meal (including tip, which cannot exceed 15%), the meeting agenda, and a list of those attending the meeting. The OWNER will not reimburse for alcohol. Working lunches/dinners must follow all requirements as specified in section 5.1.3.3. Working meals must be pre-approved by OWNER.
- 5.1.3.9 Rental Cars
Rental car receipt and any gas receipts for rental period must be provided. OWNER will not pay for vehicle insurance coverage. Mileage will not be paid for rental cars. The maximum size vehicle is a mid-size sedan, unless pre-approved by OWNER for larger vehicle.
- 5.1.4 The terms "Hourly Rates" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.
- 5.1.5 It is acknowledged that ENGINEER may choose to update their Hourly Rates on an annual basis. If ENGINEER proposes an update of the Hourly Rates in attached **Exhibit B, "Engineer's Hourly Rates"**, or of the Consultant charges in attached **Exhibit C, "Fee Schedule"**, ENGINEER will provide those updates for signature approval by both the Utility Director and Finance Director prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in paragraph 8.3 shall not be exceeded without written approval of the Owner.

5.2 Times of Payment

- 5.2.1 ENGINEER shall submit statements no more frequently than monthly for Basic and Additional Services. Statements for Basic Services rendered will be based on percent work completed by task and paid on the Fixed Fee basis, and statements for Additional Services rendered will be based on ENGINEER's Hourly Rates as shown on the attached **Exhibit B, "Engineer's Hourly Rates"** for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the Project. OWNER shall make payment of approved amounts within 60 days after receipt of the statements.
- 5.2.2 Invoices for all work performed through November are due by December 20th. December invoices are due no later than January 10th, and shall only include charges through December 31st. Invoices shall not overlap different calendar years.

5.3 Other Provisions Concerning Payments

- 5.3.1 In the event of termination by OWNER under Section 6 during any phase or task of the Basic Services, progress payments due ENGINEER for services rendered to the date of termination shall constitute total payment for ENGINEER's services. In the event of any such termination, ENGINEER will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.
- 5.3.2 OWNER may request copies of time sheets to verify hours billed. ENGINEER is responsible for ensuring that those hours are well documented and substantiated with monthly reports. OWNER may, on random basis, audit time sheets to verify labor hours. This shall exclude auditing of agreed-to hourly rates or overhead multipliers.
- 5.3.3 OWNER reserves the right to audit any invoice or contract in which the OWNER is a party to, excluding auditing of agreed-to hourly rates or overhead multipliers.

5.4 Definitions

- 5.4.1 The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, financial specialist, other technical personnel, stenographers, typists, accountants and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-Project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.
- 5.4.2 Reimbursable Expenses refer to the actual expenses incurred directly or indirectly in connection with the Project.
- 5.4.3 GSA rates refer to the General Services Administration guidelines for the current year in which an invoice is processed.

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

6.1.1 Suspension

6.1.1(A) By OWNER: OWNER may suspend services under this Agreement upon seven days written notice to ENGINEER.

6.1.1(B) By ENGINEER. If ENGINEER's services are substantially delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

6.1.2 Termination

The obligation to provide further services under this Agreement may be terminated:

6.1.2(A) For convenience, without cause by the OWNER's reasonable discretion, by OWNER effective upon 15 days after ENGINEER's receipt of written notice from OWNER.

6.1.2(B) For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.1.2(B).a. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.1.3 Effective Date of Termination

The terminating party under paragraph 6.1.2. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. ENGINEER shall be paid for all services performed, including any services performed due to the termination, to the date of termination.

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

7.1.1 All Documents including Drawings and Special Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER.

7.1.2 Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.2 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Arkansas. The venue for any action between OWNER and ENGINEER related to the Project or this Agreement shall be in the Circuit Court of the Fort Smith District of Sebastian County, Arkansas.

7.3 Successors, Assigns, and Beneficiaries

7.3.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.3.2, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7.3.2 Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.3.3 Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.4 Access To Records

The ENGINEER and any Subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by authorized representatives of the OWNER, or any governmental agency providing any portion of Project funding, and copies thereof shall be furnished, if requested at OWNER'S expense. The OWNER reserves the right to audit all project related documents. A copy of ENGINEER'S monthly reports will be provided to the OWNER. The OWNER reserves the right to audit all records. Work requested related to compiling audit documentation shall be compensated at negotiated hourly rates at the time of the request.

7.5 Standards of Performance

- 7.5.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information or others not under contract with ENGINEER.
- 7.5.2 ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such documents.

7.6 Insurance

- 7.6.1 ENGINEER shall procure and maintain insurance as set forth below. ENGINEER shall cause OWNER to be listed as an additional insured on the commercial general liability insurance policy carried by ENGINEER. ENGINEER shall each deliver to the OWNER certificate(s) of insurance evidencing the coverages indicated. Such certificate(s) shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the performance of ENGINEER'S services under this Agreement. Certificate of insurance shall be attached as **Exhibit D, "Certificate of Liability Insurance"**.
- 7.6.2 ENGINEER's insurance shall include the designated types and coverage limits:
- 7.6.2(A) Workers' Compensation – Limits as required by controlling law;
 - 7.6.2(B) Professional liability - Each claim made and annual aggregate limit of \$1 Million;
 - 7.6.2(C) Automobile liability - Each claim made and annual aggregate of \$1 Million;
 - 7.6.2(D) General liability - \$1 Million each occurrence and annual aggregate limit of \$2 Million.

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7.6.3 OWNER and ENGINEER release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services. A provision similar to this shall be incorporated into all construction contracts entered into by OWNER, and all construction contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage covered by any construction contractor's property insurance.

Note: ENGINEER will provide a copy of any and all renewal certificates when issued.

7.7 Indemnification

7.7.1 To the fullest extent permitted by law, ENGINEER shall indemnify OWNER and its officers and employees from and against damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Agreement, provided that any such, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible third-party property but only to (b) the extent caused by any negligent act or omission of the ENGINEER, anyone directly or indirectly employed by the ENGINEER or anyone for whose acts the ENGINEER may be liable.

7.8 Waiver

7.8.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

7.9 Notices

7.9.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

7.10 Survival

7.10.1 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

7.11 Severability

7.11.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER.

7.12 Cost Opinions and Projections

7.12.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.13 Limitation of Liability

7.13.1 Neither party shall be liable to the other party for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

7.13.2 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the coverage limits of ENGINEER's insurance as set forth in paragraph 7.6. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

7.14 Delays

7.14.1 In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services. ENGINEER may be entitled to an equitable adjustment in the Agreement price and/or Project schedule for circumstances outside of ENGINEER's reasonable control, including modifications in ENGINEER's scope, or changes in applicable law, codes, or standards after the effective date of this Agreement.

SECTION 8 - EXECUTION

- 8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.
- 8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **Eight Million Five Hundred and Seventy Five Thousand dollars (\$8,575,000.00)** without written approval of the OWNER.
- 8.4 ENGINEER shall complete the services set forth herein in accordance with the terms of this Agreement within **365 calendar days** from the project start date which shall be the date that this Agreement is executed by the OWNER (the OWNER's execution of this Agreement shall serve as the Notice to Proceed to ENGINEER).

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)


ATTEST:

(City Clerk), Sherri Gard

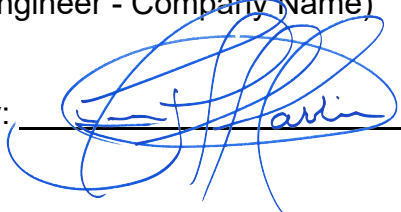
City of Fort Smith, Arkansas
(Owner)

By: _____
George McGill, Mayor

Date Signed: _____


John Andrew Pruitt, Vice President
(Witness)

Garver, LLC
(Engineer - Company Name)

By: 
Jerry T. Martin, Principle
(Printed Name)

911 Garrison Ave., Suite 101
(Mailing Address)

Fort Smith, Arkansas 72901
(City) (State) (Zip)



Engineer License or Certificate No. 766

State of: Arkansas

NOTE: If Engineer is a corporation, Corporation Secretary should attest.



GENERAL

Generally, the scope of services includes the development of a CMAR Construction package for the Massard Water Reclamation Facility (WRF) for the City of Fort Smith (Owner). This will include surveying, geotechnical studies, design, CMAR support for bidding, and permitting for improvements to Massard WRF. This work will include the following facility design as identified in the 2018 Massard WRF Masterplan as Package A and Package B:

- Two (2) New Aeration Basins with an annual average day flow (AADF) capacity of 12 MGD based on current influent concentrations,
- Blower building for AADF of 12 MGD initial build and expandable to 20 MGD,
- Solids storage tanks,
- Additional Dewatering Unit in the existing solids handling building,
- 40 MGD Influent pump station and screening facility with expandability to 60 MGD,
 - Includes Two (2) new screens, dry weather pumps, wet weather pumps with expandability, influent flow meter and flow monitoring and headers for each pumping scenario.
- New 40 MGD peracetic acid (PAA) Contact Basin and upgrades to chemical storage area (sized for future 60MGD with existing PAA)
- Preliminary Design for rehabilitation of secondary clarifiers,
- RAS/WAS Pump station upgrades,
- Parallel effluent discharge line and new river diffuser,
- New 40 MGD wet weather treatment system,
- Plant non-potable system, and
- Associated piping, electrical, SCADA, and civil improvements.

1. Task 1 - PROJECT MANAGEMENT

- 1.1. The Engineer will prepare for and conduct one (1) project kickoff meeting with the Owner. During the kickoff meeting, the following plans will be discussed:
 - A. Develop a project management plan, including project objectives, project deliverables, project communication protocol, project schedule, project documentation, and work plan.
 - B. Prepare and present a request for information to the Owner prior to the project kickoff meeting.
 - C. Prepare kickoff meeting minutes that document discussions and action items. The Engineer will coordinate team members and subconsultants during all phases of the project.
- 1.2. The Engineer will provide project planning and scheduling including meeting with Owner as required to coordinate the planning and scheduling tasks of the project.
- 1.3. The Engineer will provide the Owner with detailed monthly invoices. Each invoice will include monthly project status reports including progress on work tasks and schedule throughout the project.
- 1.4. Throughout the design phase of the project, Engineer will hold a 30-minute bi-weekly call with Owner to update on status and ball-in-court items that need decisions or input. These will be reviewed and documented in the Monthly Progress reports and reviewed during design workshops.

2. Task 2 - SURVEYS

2.1. Design Surveys

Engineer will provide field survey data for designing the Project, and this survey will be tied to the Owner's control network and existing survey network. Survey will include existing treatment site and area of proposed improvements. If Owner doesn't have a control network, Engineer will provide



Horizontal and Vertical control based on Arkansas North State Plane Grid Coordinates NAD83 (2011), NAVD88 datums. Engineer will establish control points for use during construction.

Engineer will conduct field surveys, utilizing Radial, GPS, Aerial Lidar, Photogrammetry, and ground-based LiDAR (as needed) topography methods, at intervals and for distances at and/or along the Project site and internal to buildings as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Engineer will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site.

Engineer will perform supplemental ground surveys to verify critical elevations and features not captured by LiDAR. This includes the collection of visible features such as valves, clean-outs, floor elevations, and other relevant surface utility elements.

Engineer will establish up to ten (10) control points for use during construction.

2.2. Property Surveys

The proposed improvements will be limited to be within the existing property of the Massard WRF and it is not anticipated that additional property surveys will be required. Engineer will locate and survey property corners and provided property and abstractor research of existing property and easements for influent and effluent pipeline, but any services beyond this will be additional work.

3. **Task 3 - GEOTECHNICAL SERVICES**

Engineer will contract with an independent licensed geotechnical engineer (UES) to perform a geotechnical evaluation for this project as a subconsultant.

For the investigation, Engineer will coordinate with the geotechnical subconsultant to conduct the following geotechnical study:

The geotechnical subconsultant will drill a total of twenty (25) soil borings:

- Sixteen (16) borings to a depth of 30 feet or auger refusal, whichever is shallower, four (4) of the 30-foot borings will be advanced to the full planned depth using rock coring techniques if corable bedrock is encountered;
- Four (4) borings to a depth of 60 feet at the proposed influent pump station. The four pump station borings will be advanced to the full planned depth using rock coring techniques if corable bedrock is encountered.
- Five (5) borings along the outfall pipeline to a depth of 15 feet or auger refusal, whichever is shallower.
- Standard penetration tests or undisturbed soil samples will be obtained at 2- to 5-foot intervals. Perform a laboratory testing program following completion of the borings to evaluate the physical and engineering properties of the subsurface materials. Corrosivity testing will be performed on six (6) selected borings, with test locations determined during staking and in consultation with Engineer.

Subconsultant will prepare an engineering report that includes recommendations for foundation design, seismic site classification, below-grade walls, pavement design, site grading, and general construction considerations.

Engineer will review the report prepared by the licensed geotechnical engineer. This will include a review of the boring logs, laboratory test results, discussion of subsurface conditions, soil properties



indicated by the field and laboratory work, seismic classification, pavement design, and the implications for design foundation and site preparation recommendations for the project.

4. Task 4 - PRELIMINARY DESIGN

The Preliminary Design phase submittal will include preliminary drawing plans and preliminary design report documenting basis of design criteria representing the project to be constructed for the Owner to review. The preliminary design phase will represent approximately 30 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Owner comments will be discussed at a Preliminary Design Workshop with Owner and CMAR Contractor. Engineer will incorporate comments from the Owner and CMAR Contractor on the Preliminary Design in the Final Design.

4.1. Wet Weather Treatment TM

Engineer will provide a brief Technical Memo comparing the Ballasted Flocculation Units to Cloth Media Filters for wet weather/peak flow treatment. This will include an evaluation of capital costs, operations and maintenance (O&M) costs, hydraulic analysis, and operational integration with the proposed treatment scheme. This will be completed prior to Preliminary design to allow Owner to make final decision on wet weather treatment to be incorporated into project.

4.2. Solids Handling TM

Engineer will provide a brief Technical Memo comparing the Belt Filter Press and Screw Press for solids handling and dewatering. This will include an evaluation of capital costs, O&M costs, hydraulic analysis, and operational integration with the proposed treatment scheme. Engineer will assist Owner in setting up site visits to see and discuss operations with similar facilities. This will be completed prior to Preliminary design to allow Owner to make final decision on solids handling to be incorporated into project.

4.3. Grit System Improvements TM

Engineer will provide an evaluation of improvements to the existing grit system. This will include an evaluation of the existing facilities structural, mechanical, electrical, and hydraulic capacity. Engineer will provide a TM that documents the updated findings and recommendations for improvements, whether rehabilitation or a new facility. This will include an evaluation of capital costs, O&M costs, hydraulic analysis, and operational integration with the overall WRF treatment process. Engineer will provide a 15% design for the grit system that will include general layouts, equipment sizing, and integration. Engineer will work with CMAR Contractor on providing OPCC for the improvements for Owner. Detailed design and development of construction documents beyond the 15% design will be by amendment to the contract as extra work.

4.4. Secondary Clarifier Rehab TM

Engineer will provide an evaluation of improvements to the three existing secondary clarifiers. This will include an evaluation of the existing facilities structural, mechanical, electrical, and hydraulic capacity. Engineer will provide a TM that documents the updated findings and recommendations for improvements. This will include an evaluation of capital costs and hydraulic analysis. Engineer will provide a 30% design for the clarifier rehab that will include general layouts, equipment sizing, and integration. Engineer will work with CMAR Contractor on providing OPCC for the improvements for Owner. Detailed design and development of construction documents beyond the 30% design will be by amendment to the contract as extra work.



4.5. Preliminary Design Report

The Preliminary (30%) Design phase submittal will include a preliminary design report documenting the design criteria, preliminary drawings, and an opinion of probable construction cost (OPCC) within -30% to +30% accuracy range of expected construction cost. The preliminary design report (PDR) will be organized using a series of Design Information Memoranda (DIMs). The PDR will include the following sections:

- A. Executive Summary
- B. DIM 1 – Overall Project Design Criteria
- C. DIM 2 – Influent Pump Station and Screening
- D. DIM 3 – Wet Weather Treatment System
- E. DIM 4 – Aeration Basins and Blower Building
- F. DIM 5 – RAS/WAS Pump Station
- G. DIM 6 – PAA Disinfection
- H. DIM 7 – Aerated Sludge Holding Tanks
- I. DIM 8 – Solids Dewatering
- J. DIM 9 – Non-potable Plant Water System
- K. DIM 10 – Electrical Distribution
- L. DIM 11 – Instrumentation & Controls Concepts
- M. DIM 12 – Site Civil Concepts
- N. DIM 13 – Structural Concepts
- O. DIM 14 – Building Mechanical Design
- P. DIM 15 – Architectural Concepts
- Q. DIM 16 – Construction Sequencing and Constraints
- R. DIM 17 – 30% Drawings

4.6. Design Progress Workshops

ENGINEER will conduct three (3) design progress workshops throughout the preliminary design phase. The workshops will focus on reviewing the design criteria to be documented with the PDR, and to receive Owner preferences on O&M focused items to determine process control parameters and equipment preferences for the influent pumps, aeration equipment, RAS Pumps, and WAS Pumps. WRF staff preferences will be documented within the preliminary design documents.

4.7. Preliminary Design Workshop

Following submission of the draft Preliminary Design Report, Engineer will lead and participate in a workshop. The workshop will be held at the Owner's office and major items of discussion will include:

- 1. Review of preliminary P&IDs and preliminary selection of instrumentation.
- 2. Review of preliminary SCADA design approach and system architecture.
- 3. Review of the preliminary site plan, hydraulic profile and facility layouts.
- 4. Review major equipment selection.
- 5. Review proposed construction sequencing.

4.8. Deliverables

This task will include the following deliverables:

- 1. PDF format of Preliminary Design Report.
- 2. PDF format of Wet Weather Treatment TM.
- 3. PDF format of Preliminary Design Plans.
- 4. Five hard copies of Preliminary Plans as half size drawings.
- 5. One (1) final copy of the final Preliminary Design Report to the Arkansas Department of Energy and Environment (ADEE) and five (5) hard copies to the Owner with half size drawings. The submittal to ADEE is for reference only and is not anticipated to require revisions.



5. Task 5 – CMAR SUPPORT

5.1. CMAR Coordination:

- A. Engineer will assist Owner in developing Request for Qualifications and selection of a qualified CMAR. Owner will advertise and evaluate CMAR RFQ outside the Engineer contracts. RFQ will be based on Water Collaborative Delivery Association (WCDA) standard RFQ for CMAR.
- B. Engineer will coordinate with CMAR monthly and at major design deliverables as needed to receive cost updates from CMAR and to receive constructability reviews from the CMAR. These monthly coordination meetings will be held at the same time as other Owner progress meetings, and workshops when applicable.
- C. The CMAR will be responsible for all Front-End Construction Contract Documents, Cost Estimates, providing a GMP, and bidding the work packages.

5.2. Cost Estimate and Value Engineering Support

The Engineer will support the CMAR in providing the necessary information to develop the cost estimate including plans, typical specifications, equipment proposals and design information, material assumptions, or other information to develop an accurate cost estimate.

The Engineer will support development of value engineering concepts in collaboration with the CMAR. The engineer will work with the CMAR to develop feasible value engineer items for the CMAR to provide cost saving estimates for each item.

The Engineer will participate in up to two (2) Value Engineering workshops with the Owner and CMAR.

5.3. GMP Package Development Support

The Engineer will work with the CMAR and Owner to develop up to three GMP work packages for the project. The Final design will be prioritized to the deliver the packages in the order of priority determined by the City and CMAR. If additional design packages are needed to expedite the project or maintain schedule, Engineer will submit a proposal to Owner to update the design packages and efforts for approval prior to executing as additional work.

5.4. Long Lead Item Development

Upon completion of Preliminary Design, Engineer will work with CMAR Contractor to develop long lead item specifications. These will be used by CMAR Contractor to pre-purchase long lead equipment as needed for the project.

6. Task 6 - FINAL DESIGN

Based upon the results of the approved preliminary design (30%) by the Owner, Engineer will develop 60%, 90%, and 100% level design plans, specifications, and OPCC to support design of the included elements in the Preliminary Design (30%). Engineer will also develop the ADEE Construction Permit and NPDES Permit Modification Application, and conformed Drawings, Details, and Specifications to support design of the included elements in the Preliminary Design (30%). The Final Design documents will be organized such that it can be bid into up to three (3) GMP packages as determined in Task 5.2.

6.1. Engineer will develop 60% Drawings, Details, and Technical Specifications, for the recommendations provided in Preliminary Design. These plans will be to a 60% level and will include proposed process mechanical plans, electrical plans and schematics, site civil plans, building mechanical plans, and structural plans. The 60% plans will be developed in accordance with applicable and appropriate code requirements. Engineer will lead a 60% review workshop (location to be determined) to solicit comments and feedback from the Owner.



EXHIBIT A – SCOPE OF SERVICES
City of Fort Smith Project Number – 25-15-ED1
Garver Project Number - 20W01271



6.2. Engineer will develop 90% Drawings, Details, and Technical Specifications for the project. These plans will represent a 90% level of design. The 90% plans will be developed in accordance with applicable and appropriate code requirements. Engineer will lead a 90% review workshop (location to be determined) to solicit comments and feedback from the Owner. CMAR will be responsible for the front-end documents and contracts for the project for bidding.

6.3. Engineer will furnish OWNER, when requested, the engineering data and graphics necessary for applications for routine permits, submittals, and approvals required by local, state, and federal authorities, and assist Owner in consultations with appropriate authorities. Engineer will coordinate and meet with applicable regulatory agencies, which may include but are not limited to the ADEE.

6.4. Environmental

Engineer will assist contractor in preparation of a construction SWPPP, including erosion control plans and details. The scope of services assumes surface disturbances less than 5 acres total, eliminating the requirement for ADEE review fee and approval.

6.5. Construction Sequencing Review and Plan

Engineer will review potential construction sequencing and the overall approach to project implementation with CMAR Contractor to minimize disruption of the WRF operation during construction. This review will occur at the Design Submittal Workshops.

6.6. Design Submittal Workshops

Engineer will lead a review workshop for two (2) final design phases: 60% and 90%. These workshops will be held at the Owner's office to solicit comments and feedback from the Owner and CMAR Contractor.

6.7. Deliverables

This task will include the following deliverables:

1. PDF copies of plans and specifications at 60%, 90%, & 100%
2. 60% plans, and specifications:
 - o Three (3) copies of specifications and three (3) half size drawings to the Owner.
 - o One pdf copy of plans and specifications to ADEE.
3. 90% plans and specifications:
 - o Three (3) copies of specifications and three (3) half size drawings to the Owner.
 - o One pdf copy of plans and specifications to ADEE.
4. 100% plans, specifications, and OPCC:
 - o Five (5) copies of specifications, three (3) half size drawings, and two (2) full size drawings to the Owner.
 - o One pdf copy of plans and specifications to ADEE.

7. Task 7 – BIDDING SERVICES

During the bidding phase of the project, Engineer will:

- A. Provide access to construction contract bidding documents to prospective bidders on the Engineer website, if requested. The CMAR will be responsible for advertising and bidding the project.
- B. Support CMAR responses to bidder questions and development of addenda revision to plans and technical specifications. CMAR will be responsible for compiling addenda and issuing addenda during bidding.
- C. Participate in a pre-bid meeting as necessary.



- D. Prepare conformed construction documents, plans and technical specifications. Conformed documents will incorporate addenda changes to fullest extent possible, but will not be considered Contract documents, they are a convenience to the Contractor, Resident Project Representative, the Owner, and Engineer. The bidding documents plus addenda will be considered the Contract Documents.

8. Task 8 – PERMITTING COORDINATION

Throughout the project, Engineer will provide the following coordination:

8.1. ADH Submittal and Coordination

Engineer will prepare and submit plans to Arkansas Department of Health (ADH) for review and comments after approval by Owner of 60% plans. Comments from ADH will be addressed in 90% plans and resubmitted for final approvals. If required, Engineer will coordinate a workshop with ADH to review and discuss project.

8.2. ADEE Construction Permit and NPDES Permit Modification

Engineer will prepare and submit an application for a construction permit. The Owner will pay for advertisement costs (proof of publication) outside this agreement. Engineer will schedule a pre-meeting and request Interim Authority from the ADEE Director to expedite permitting.

Engineer will support the Owner with the necessary data, and information as need to apply for an ADEE NPDES Permit Modification. The Owner will be responsible for writing and submitting the Permit Modification.

8.3. ADEE/ADFA Tax Exemption Assistance

Engineer will assist the Owner and/or CMAR in coordination with ADEE and the Arkansas Department of Finance and Administration (ADFA) in applying for sales tax exemption for the wastewater treatment plant improvement equipment as applicable.

8.4. Army Corp of Engineers Coordination

Engineer will prepare and submit an application to the USACE to obtain required permits for constructing within Corp-controlled property and for establishing a new parallel discharge point into the Arkansas River.

Necessary permits to obtain from USACE include a Section 404 Permit for work within the Arkansas River area and any potential wetland impacts, Section 408 Permit for work within the Springhill Park and USACE Property and floodway, and Section 10 Permit for work directly within the Arkansas River channel and navigable water way.

9. Task 9 - CONSTRUCTION PHASE SERVICES

Construction phase services are anticipated to be an amendment to this contract after final approval of GMP and CMAR Contractor's project. Engineer will submit an updated amendment for these services, once the 1st GMP package is approved for bidding.



EXHIBIT A – SCOPE OF SERVICES
City of Fort Smith Project Number – 25-15-ED1
Garver Project Number - 20W01271



9.1. SCADA Integration

Engineer will provide design and implementation of controls for new facilities to integrate into the existing control system for the WRF.

10. EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Construction Phase Services (Future Amendment)
- C. Submittals or deliverables in addition to those listed herein.
- D. Design of any utility relocation outside scope of this project.
- E. Construction materials testing.
- F. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- G. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- H. Construction Phase Services, except those added by amendment
- I. Services after construction, such as warranty follow-up, operations support, etc.
- J. SCADA design and upgrades beyond those required for improvements.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Engineer.



Exhibit B
City of Fort Smith
Massard WRF Improvements
Garver Hourly Rate Schedule: July 2026 - June 2027

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 156.00	RS-1	\$ 129.00
E-2	\$ 183.00	RS-2	\$ 170.00
E-3	\$ 203.00	RS-3	\$ 228.00
E-4	\$ 238.00	RS-4	\$ 330.00
E-5	\$ 290.00	RS-5	\$ 412.00
E-6	\$ 355.00		
Planners		Environmental Specialists	
P-1	\$ 193.00	ES-1	\$ 128.00
P-2	\$ 241.00	ES-2	\$ 161.00
P-3	\$ 287.00	ES-3	\$ 207.00
P-4	\$ 337.00	ES-4	\$ 233.00
P-5	\$ 369.00	ES-5	\$ 296.00
		ES-6	\$ 391.00
		ES-7	\$ 478.00
Designers		Project Controls	
D-1	\$ 144.00	PC-1	\$ 131.00
D-2	\$ 160.00	PC-2	\$ 174.00
D-3	\$ 198.00	PC-3	\$ 220.00
D-4	\$ 231.00	PC-4	\$ 282.00
D-5	\$ 284.00	PC-5	\$ 345.00
D-6	\$ 301.00	PC-6	
		PC-7	
Technicians		Management / Administration	
T-1	\$ 117.00	AM-1	\$ 92.00
T-2	\$ 136.00	AM-2	\$ 115.00
T-3	\$ 172.00	AM-3	\$ 162.00
T-4	\$ 216.00	AM-4	\$ 200.00
		AM-5	\$ 258.00
		AM-6	\$ 318.00
Surveyors			
S-1	\$ 72.00		
S-2	\$ 95.00		
S-3	\$ 129.00		
S-4	\$ 176.00		
S-5	\$ 230.00		
S-6	\$ 262.00		
S-7	\$ 318.00		
2-Man Crew (Survey)	\$ 270.00		
3-Man Crew (Survey)	\$ 339.00		
2-Man Crew (GPS Survey)	\$ 341.00		
3-Man Crew (GPS Survey)	\$ 414.00		
Construction Observation			
C-1	\$ 135.00		
C-2	\$ 170.00		
C-3	\$ 212.00		
C-4	\$ 263.00		
C-5	\$ 325.00		

Exhibit C - Fee Schedule

City of Fort Smith Massard WRF Improvements

FEE SUMMARY

Basic Services Section	Estimated Fees	Man-Hours
Task 1 - Project Management	\$ 301,100.00	656
Task 2 - Surveys	\$ 247,100.00	1,000
Task 3 - Geotechnical Services	\$ 86,900.00	30
Task 4 - Preliminary Design	\$ 2,965,500.00	7,150
Task 5 - CMAR Support	\$ 527,700.00	1,340
Task 6 - Final Design	\$ 3,867,400.00	13,925
Task 7 - Bidding Services	\$ 340,400.00	1,798
Task 8 - Permitting	\$ 238,900.00	948
Subtotal for Basic Services Section	\$ 8,575,000.00	26,847
Subconsultant Services (Included in above Fee)		
HW	\$ 3,005,754.00	14,905
UES (Grubbs)	\$ 80,000.00	
TOTAL HOURS (Garver + Hawkins Weir)		41,752



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Kathy Jones PHONE (A/C, No, Ext): 501-377-8502 E-MAIL ADDRESS: kathy.jones@stephens.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Garver, LLC 911 Garrison Avenue, Suite 101 Fort Smith AR 72901	INSURER A: Phoenix Insurance Company (A++XV)	NAIC # 25623
	INSURER B: Charter Oak Fire Insurance Company (A++XV)	25615
	INSURER C: Standard Fire Insurance Company (A++XV)	19070
	INSURER D: Travelers Property Casualty Co of Amer (A++ XV)	25674
	INSURER E: Starr Surplus Lines Insurance Company (A XV)	13604
	INSURER F: Lloyd's of London (A)	AA-112200

COVERAGES

CERTIFICATE NUMBER: 90539107

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: -0- Deductible			P-630-1G052988-PHX-25	7/1/2025	7/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N886537-25-43-G	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-6J09853A-25-43	7/1/2025	7/1/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-7K425966-25-43-G	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability- Claims Made			1000634123251	7/1/2025	7/1/2026	Each Claim & Aggregate \$2,000,000
F	Maritime Employer's Liability *			PSR083863	7/1/2025	7/1/2026	Combined Single Limit Combined Single Li \$1,000,000
	G-Contractor's Pollution-info next pg			ICELLUW00165627	7/1/2025	7/1/2026	Each Occurrence & Aggr 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached
 RE: Project No.: 25-15-ED1 / Garver Project: 23W01271

Full Prior Acts applies under the Starr Professional Liability policy shown above.

CERTIFICATE HOLDER

Project No.: 25-15-ED1 / Garver Project: 23W01271

City of Fort Smith, Arkansas
 623 Garrison Avenue
 Fort Smith AR 72902

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ted Grace

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver, LLC 911 Garrison Avenue, Suite 101 Fort Smith AR 72901	
POLICY NUMBER P-630-1G052988-PHX-25		EFFECTIVE DATE: 7/1/2025	
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of Fort Smith, Arkansas

ADDRESS: 623 Garrison Avenue Fort Smith AR 72902

****Additional Policies:**

- Cyber Policy CRV30090794100 Endurance Assurance Corp, eff. 7/1/25-7/1/26 Limits \$10,000,000 Data & Network Liability.
- Employee Dishonesty Coverage - Policy #105807050 eff. 7/1/25-7/1/26 Limit \$2,000,000
- Contractor's Pollution Liability - Ironshore Specialty Ins. Co. (NAIC #25445) Policy #ICELLUW00165627 eff. 7/1/25-7/1/26 Limit \$2,000,000 Occ & Aggregate
- Professional Liability-Primary -Starr-Claims-made Retro Date (Full Prior Acts is applicable)
- Contractor's Pollution Liability-Ironshore-Claims-made Retro Date (7/23/2019)

****The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:**

Certificate Holder is an Additional Insured on the General Liability if required by written contract per Blanket Endorsement CGD414 & CGD246 on a Primary & Non-contributory basis and includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430305 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile & ILT400(05/19) on the Umbrella.

Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

*******(Notice of Cancel for non-payment of premium will not be provided to the Certificate



ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver, LLC 911 Garrison Avenue, Suite 101 Fort Smith AR 72901	
POLICY NUMBER P-630-1G052988-PHX-25		EFFECTIVE DATE: 7/1/2025	
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of Fort Smith, Arkansas

ADDRESS: 623 Garrison Avenue Fort Smith AR 72902

Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-PHX-25 shown above with a limit of \$500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause.

General Liability Includes Work Within Railroad by endorsement CG D3 79 and Auto includes Work within Railroad endorsement CA 2070 .

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.

RESOLUTION NO. R-219-25

RESOLUTION APPROVING AND AUTHORIZING IMPLEMENTATION
OF THE TEN YEAR (2026-2035) CAPITAL IMPROVEMENT
PLAN FOR CONSENT DECREE WASTEWATER

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT
SMITH, ARKANSAS, that:

SECTION 1: The Ten Year (2026-2035) Capital Improvement Plan-Consent
Decree Wastewater, incorporated herein by reference, is hereby approved.

SECTION 2: City staff is directed to proceed with implementation of the Capital
Improvement Plan-Consent Decree Wastewater, as approved by Section 1, as funding
is available.

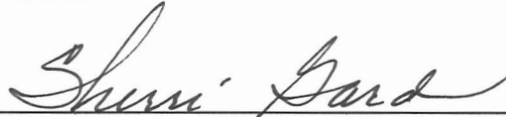
This Resolution adopted this 2nd day of December 2025.

APPROVED:

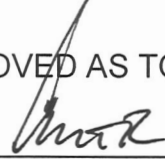


Vice-Mayor Jarred Rego

ATTEST:



City Clerk

APPROVED AS TO FORM:

_____npr

Consent Decree CIP 2026 to 2035
In Compliance with Proposed Consent Decree Milestones for Completion by 2036 and Reduction of SSOs

Project Title	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
23-19-C1: SSA Remedial Repairs/Replacement S006, P004, MC07, Z001, SK-01 Capacity†	\$ 7,915,157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23-19-C2: SSA Remedial Repairs/Replacement S006, P004, MC07, Z001, SK-01 Capacity†	\$ 4,401,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23-19-C3: SSA Remedial Repairs/Replacement S006, P004, MC07, Z001, SK-01 Capacity†	\$ 3,527,736	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23-19-C4: SSA Remedial Repairs/Replacement S006, P004, MC07, Z001, SK-01 Capacity†	\$ 1,020,017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23-19-C5: SSA Remedial Repairs/Replacement S006, P004, MC07, Z001, SK-01 Capacity†	\$ 867,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-17-C1: SSA Remedial Repairs/Replacement MC08†	\$ 3,204,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17-12-C1: SSA Remedial Repairs/Replacement S007†	\$ 8,350,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17-09-C1: SSA Remedial Repairs/Replacement P005 (Construction and Inspection)*	\$ 5,769,563										
19-19-C1: SSA Remedial Repairs/Replacement Capacity Project FLO2 (Construction and Inspection)†	\$ 9,455,602	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-18-C1: SSA Remedial Repairs/Replacement P009 (Construction and Inspection)*	\$ 7,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-15-C1: SSA Remedial Repairs/Replacement MC06 (Construction and Inspection)*	\$ 9,687,121	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17-13-C1: SSA Remedial Repairs/Replacement P008 (Construction and Inspection)*	\$ 18,400,068	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21-17-C1: SSA Remedial Repairs/Replacement D001, H01, HR01, M003, M005, RF01, WL01 (Construction and Inspection)†	\$ 7,707,741	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24-14-C1: Basin 12 SSA Remedial Measures, Sub-Basin P005 (Construction and Inspection)*	\$ 3,501,621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23-15-C1: FLO1 Capacity Improvements (Construction and Inspection)*	\$ 5,002,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24-11-C1: Basin 10 & 14 Capacity Improvement, Phase 2 (Construction and Inspection)*	\$ 10,276,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-08-C1: 2019 SSA Remedial Measures - Sub-Basin M002 *	\$ 376,240	\$ 4,660,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-09-C1: 2020 SSA Remedial Measures - Sub-Basin Z007 *	\$ 179,602	\$ 8,266,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-10-C1: 2022 SSA Remedial Measures - Sub-Basin MC02 *	\$ 265,111	\$ 7,175,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-11-C1: 2021 SSA Remedial Measures - Sub-Basin Z005 *	\$ 395,440	\$ 12,294,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-12-C1: 2023 SSA Remedial Measures - Sub-Basin Z003 *	\$ 282,380	\$ 5,805,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25-13-C1: 2022 SSA Remedial Measures - Sub-Basin S005 *	\$ 418,600	\$ 6,166,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-19-C3: SSA Remedial Repairs/Replacement Capacity Project FLO2 (Construction and Inspection) *	\$ 197,390	\$ 2,900,000									
50,000 Feet & 167 Manholes: SSA Remedial Repairs/Replacement (Design)	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
50,000 Feet & 167 Manholes: SSA Remedial Repairs/Replacement (Construction)	\$ -	\$ -	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000	\$ 28,000,000
CSA Work, Assessment	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
CSA Work, Remedial Measures (Design)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
CSA Work, Remedial Measures (Construction)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000
Contract Sewer Line/Television/CIPP	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Consent Decree Program Management	\$ -	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Pump Station #9 Design/Construction	\$ -	\$ -	\$ -	\$ 74,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pump Station #18 Design/Construction	\$ -	\$ -	\$ -	\$ 400,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pump Station #22 Repairs/Upgrades	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pump Station #5 Rehabilitation	\$ -	\$ 1,200,000	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Continuing Pump Station & Force Main Evaluation	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -
Continuing Capacity Assurance Evaluation	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -
Basin 12 Remedial Measures Phase 4-9 (SSA)	\$ 954,101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basin 12 Remedial Measures Phase 4-9 (Design)	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ 500,000
Basin 12 Remedial Measures Phase 4-9 (Construction)	\$ -	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000
Basin 10 & 14 Construction Phase 3 (Construction)†	\$ 3,426,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basin FLO1 Capacity Improvements (5-Year LOS in EJ Area)(Design & Construction)	\$ -	\$ -	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Massard Wastewater Pump Station & Wet Weather Treatment (Design and Construction) (Package B from Massard Master Plan)	\$ -	\$ 9,000,000	\$ 45,000,000	\$ 45,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basin P004 Capacity Improvements (5-Year LOS in EJ Area)(Design & Construction)	\$ -	\$ -	\$ 300,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basin 12 Capacity Improvements Phase I (5-Year LOS in EJ Area)(Design & Construction)	\$ -	\$ -	\$ 400,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Total	\$ 113,084,553	\$ 65,470,000	\$ 98,200,000	\$ 101,974,000	\$ 49,000,000	\$ 37,800,000	\$ 45,300,000	\$ 40,800,000	\$ 47,300,000	\$ 42,800,000	\$ 45,800,000

† 2025 projects completed or nearly completed

* Construction Projects Approved 11-04-2025

♦ Design Projects Approved 11-04-2025

Note:

Due to size constraints, pages 34 and 35 containing a heavily detailed schedule were removed from the agreement and will be presented for discussion at the Study Session.



MEMORANDUM

TO: Honorable Mayor & Members of the Board of Directors
CC: Jeff Dingman, Acting City Administrator
FROM: Eric Garvin, Director, Human Resources
DATE: May 20, 2026
SUBJECT: Discussion Regarding Review of Injury Policy for City of Fort Smith Employees Injured in the Line of Duty

SUMMARY

Following the inquiry at the Board Meeting on May 19, 2026, I want to let the Board know Officer Newman is 100% covered within our established injury pay policies. We have an established practice for all critical injuries that involve investigation. Below is a breakdown of how workplace injury pay is structured for City of Fort Smith employees. The following protocols ensure our staff are supported without initially incurring any personal out-of-pocket costs.

Critical Injury – Involving Investigation

For critical injuries involving a serious incident and subsequent investigation:

- *Day 1 – 30:* Employee is placed on injury leave with full pay not to exceed thirty (30) calendar days from the date of injury. This ensures the employee's regular paychecks continue without interruption.
- *Days 31 plus:* Employee is placed on paid administrative leave pending an investigation of the serious incident. These investigations could be over quickly or last several months. Again, the employee's paychecks continue without interruption.
- *Following Administrative Paid Leave:* Transition to Worker's Compensation at 66% of earnings. Employees may use accrued sick or vacation leave to supplement their remaining balance to 100%.

Standard On-the-Job Injuries

For non-critical on-the-job injuries while performing their regularly assigned job duties/responsibilities:

- *Day 1 – 30:* Employee is placed on injury leave with full pay not to exceed thirty (30) calendar days from the date of injury. This ensures the employee's regular paychecks continue without interruption.
- *Days 31+:* Transition to Worker's Compensation at 66% of earnings. Employees may use accrued sick or vacation leave to supplement their remaining balance to 100%.

Medical Coverage

Regardless of the type of incident:

- *100% Coverage*: All medical bills related to the workplace injury are paid in full, for the rest of their life if necessary.
- *Zero Out-of-Pocket*: Injured employees incur no personal costs for authorized treatment.

I hope this helps clarify the City's commitment to our first responders and non-uniform staff. Please let me know if you require further details on these specific policies.