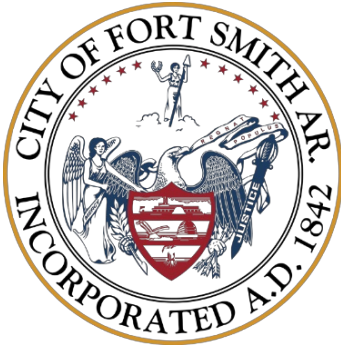


**MAYOR**

George B McGill

**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

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# AGENDA

**Fort Smith Board of Directors**

## STUDY SESSION

**September 22, 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

### PRESENTATION

- Proclamation Honoring the Life and Legacy of Dolly Parton

### CITIZENS FORUM

### ITEMS OF BUSINESS

1. Presentation by Main Street Fort Smith (*City Administrator*) ♦
2. Review recommendation for program management of Consent Decree Projects (*Engineering*) ♦ ●
3. Items regarding 2025 Compensation and Classification Study: (*Human Resources*)
  - 3A. Update regarding salary study for Fort Smith Police and Fire personnel ~ *Kemp/Settle placed on future study session agenda prior to 2027 budget discussions at the August 4, 2026 regular meeting ~ (Human Resources)*
  - 3B. Review salary study for non-uniformed employees (*Human Resources*)
4. Review preliminary agenda for the October 5, 2026 regular meeting (*City Clerk*)

### ADJOURN



## MEMORANDUM



1

**TO:** Honorable Mayor and Members of the Board of Directors  
**FROM:** Jeff Dingman, City Administrator  
**DATE:** September 17, 2026  
**SUBJECT:** Main Street Fort Smith Presentation

### **SUMMARY**

The city contracts with Main Street Fort Smith for downtown development support services and administration of the local chapter of Main Street Arkansas on behalf of the City of Fort Smith. Ms. Amanda Hager, Executive Director of Main Street Fort Smith, will attend the September 22 study session and provide an update on the organization's activities through this point in 2026 and their plans for the remainder of the year. Please see the attached "Main Street Fort Smith 2026 Bi-Annual Report, with Bricktown Appendix". Support of Main Street Fort Smith aligns with Goal FLY-3 of the Future Fort Smith Comprehensive Plan regarding revitalization of Downtown Fort Smith.

Please contact me with questions regarding this agenda item.

### **ATTACHMENTS**

1. [Main-Street-Fort-Smith-2026-Bi-Annual-Report-with-Bricktown-Appendix.pdf](#)



2026

## IMPACT REPORT

**DOWNTOWN DEVELOPMENT • COMMUNITY  
PLACEMAKING • ECONOMIC VITALITY**

Reporting Period: January – July 2026

# DOWNTOWN IMPACT AT A GLANCE

*Investing in the heart of Fort Smith*

Main Street Fort Smith works year-round to strengthen downtown through economic development, business and property support, historic preservation, placemaking and community programming.

The City of Fort Smith's investment in Main Street provides a foundation for this work. We build on that investment by pursuing additional funding, cultivating partnerships and directing resources toward projects and programs that strengthen the downtown district.

**\$4.3 MILLION +**

Documented and committed downtown property & infrastructure investment

**\$119,393**

Additional funding and contracted support secured

**\$82,249**

Property investment generated through the Mini Grant Program

- 3** New downtown businesses
- 2** Existing businesses expanded into larger downtown spaces

**100**

Volunteer hours contributed

**5 → 2 → 1**

Commerce Collective applicants → finalists → activated storefront



# BRINGING MORE RESOURCES DOWNTOWN

## \$119,393

### IN ADDITIONAL FUNDING AND CONTRACTED SUPPORT

Main Street Fort Smith actively pursues grants, private sponsorships and strategic partnerships to expand the resources available for downtown development.

## \$66,400

### GRANTS SECURED

#### \$30,000

Main Street Arkansas Downtown Revitalization Grant

#### \$28,000

Levitt Family Foundation

#### \$8,400

Arkansas Arts Council General Operating Grant

## \$26,328

### CBID SERVICES AGREEMENT

In January, Main Street Fort Smith began a service agreement with the Central Business Improvement District supporting a **Downtown Growth & Grants Specialist**, expanding staff capacity dedicated to downtown development and grant-related work.

## \$26,665

### PRIVATE SUPPORT

Private sponsorships and donations secured to support Main Street Fort Smith projects and programming.



The City's investment provides a foundation for year-round downtown development while Main Street continues to bring additional public, private and philanthropic resources into Fort Smith.

# ECONOMIC VITALITY & DOWNTOWN INVESTMENT

## INVESTMENT YOU CAN SEE

More than \$4.3million in investment was documented or committed across the Main Street Fort Smith district.

**\$1.12M**

Building improvements

**\$1.72M**

Downtown property sales

**\$1.45M**

Farmers Market solar canopy

### BUSINESS GROWTH

**3** NEW BUSINESSES

Social Vibes Studios  
Serious Fiber  
Old Fort Cards and Collectibles

### GROWING DOWNTOWN

**2** BUSINESSES EXPANDED

10th Street Bookery  
Olen & Co. Market

*Both chose to remain downtown while moving into larger spaces.*



## KNOWING OUR DISTRICT — BUILDING BY BUILDING

Following the district expansion, Main Street began a floor-by-floor property inventory and an exterior assessment to identify vacancies and opportunities for façades, storefronts, murals, public art and preservation investment.

Better information helps direct resources where they can make the greatest impact.

# INVESTING IN DOWNTOWN PROPERTIES

## MINI GRANT PROGRAM

12 APPLICATIONS | 7 PROJECTS FUNDED

Small investments are generating much larger improvements in downtown properties.

**\$11,000 → \$82,249**

Main Street Investment → Total Property Investment

That is approximately \$7.48 in total property investment for every \$1 awarded. Projects included facade painting, exterior lighting, historic wood repair, signage and other exterior improvements.

**UP TO \$15,000 AVAILABLE**

for the second annual 50/50 matching grant cycle

**ACCEPTING  
APPLICATIONS NOW  
UNTIL OCTOBER 1**



# TURNING VACANCY INTO OPPORTUNITY

## TURNING VACANCY INTO OPPORTUNITY

5 → 2 → 1

Applicants → Finalists → Storefront

Crystal Bedney, owner of Serious Fiber, opened the program's first brick-and-mortar storefront at 409 Garrison Avenue.

**\$10,176**

Gross sales  
June 3–July 15

**0**

Days without sales

+437 social media followers since opening

## COMMERCE COLLECTIVE- A DOWNTOWN BUSINESS INCUBATOR

### STRENGTHEN DOWNTOWN

Through partnerships, the program connects a new entrepreneur with business planning, marketing, commercial leasing, banking, permitting and other resources designed to support long-term success.

At the same time, the program puts vacant commercial spaces back into productive use and demonstrates how entrepreneurship and storefront activation can work together to strengthen downtown.

Serious Fiber is already drawing in customers from communities across Arkansas and eastern Oklahoma, while classes and private events are creating additional reasons to visit downtown.

Following a competitive application and pitch process, Crystal Bedney, owner of Serious Fiber, was selected as the program's first participant and opened her first brick-and-mortar storefront at 409 Garrison Ave.



# DOWNTOWN PROJECTS & PARTNERSHIPS



## BRICKTOWN BREWERY & ADELAIDE HALL

### AUGUST 2026 PROJECT UPDATE

Reconstruction of the landmark property at 300 Garrison Avenue continues to take shape, with framing approximately 60% complete. The new building honors the historic 1885 Fishback/Adelaide Hall building while incorporating modern accessibility and life-safety systems.

**APRIL 2027**

Anticipated completion

**75–90 JOBS**

Expected downtown

The complete construction progress report from Chasen Garrett Architects is included as a supplement to this report.

## ENHANCING THE FARMERS MARKET SOLAR CANOPY

The City's approximately \$1.45 million solar canopy went online in May, adding clean-energy generation, covered parking and shade to one of downtown's most active community spaces.

**\$12,000**

Grant + private funding directed or  
secured through Main Street



Main Street committed \$6,000 from its revitalization grant and secured \$6,000 in private donations; the CBID also committed support for lighting improvements.

# THE VALUE OF MAIN STREET DESIGNATION

Maintaining Main Street designation gives Fort Smith access to professional resources, technical assistance and a statewide and national network focused on successful downtown revitalization.

## BRINGING EXPERTISE DIRECTLY TO DOWNTOWN

Through Main Street Arkansas, property and business owners receive professional design and historic preservation assistance at no cost.

- A Main Street Arkansas staff member assessed every Mini Grant applicant and provided professional input.
- 1201 Garrison Avenue received a full exterior design consultation and professional renderings.
- Additional on-site design and historic preservation assistance was scheduled for a new downtown property owner.

### ACCOUNTABILITY & REPORTING

Annual reinvestment statistics and Main Street America community assessment completed.

### BUILDING LOCAL CAPACITY

National and state training, nonprofit finance education and strategic planning through UAFS.



## SERVING AS A DOWNTOWN RESOURCE

Main Street facilitated planning for the historic New Theater, hosted a mural tour for Thrive, Inc., participated in Downtown Safety Meetings, shared its work with civic groups and benefitted from 100 volunteer hours.

# WHAT'S NEXT: A FULL FALL DOWNTOWN

The second half of 2026 brings music, art, family traditions and investment-focused programming designed to bring people downtown and support local businesses.

**SEPT. 11–OCT. 22**

## LEVITT AMP FORT SMITH MUSIC SERIES

Seven free, family-friendly concerts featuring local and touring artist.

**OCTOBER 31**

## GHOULS ON GARRISON

The annual Halloween tradition connecting families with downtown businesses.

**NOVEMBER 7**

## GARRISON ARTS WALK

Main Street Fort Smith and the Downtown Business Association will launch a new walkable arts experience connecting local and regional artists, makers and performers with downtown businesses and public spaces.

**NOVEMBER 17**

## INVEST FORT SMITH

An economic development summit for community leaders, developers, property owners and stakeholders around investment and growth.

**NOVEMBER 28**

## COCOA CRAWL + HOLIDAY TREE LIGHTING

A downtown holiday tradition encouraging visitors to explore downtown businesses before gathering for the community tree lighting and holiday performances.





MAIN STREET  
FORT SMITH

## THE WORK CONTINUES

Downtown revitalization happens building by building, business by business and partnership by partnership.

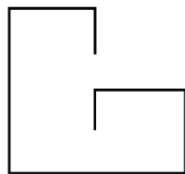
Main Street Fort Smith is combining public investment, private support, outside funding, professional downtown development practices and community partnerships to create visible progress in the heart of Fort Smith.

**MORE INVESTMENT.**

**STRONGER BUSINESSES.**

**BETTER PLACES.**

**A MORE VIBRANT DOWNTOWN.**



## CHASEN GARRETT ARCHITECTS

### Bricktown Brewery & Adelaide Hall

Construction Progress Report — 300 Garrison Avenue, Fort Smith, Arkansas – August 24, 2026

#### Where the Project Stands

The replacement building at 300 Garrison Avenue is out of the ground and vertical. The structural steel frame is erected, the elevated second floor is decked, roof trusses are set, and exterior wall framing and sheathing are advancing around the perimeter. Framing is roughly 60 percent complete. The signature arcade of arched openings along the avenue frontage is framed and readable from the sidewalk, and the exterior stair and second-floor access to Adelaide Hall are in place. Mechanical, electrical, plumbing, and fire-protection rough-in follow immediately behind the framing crews.

Construction began at the end of December 2025, with a public groundbreaking held on Garrison Avenue in January 2026. The project is currently scheduled for completion in April 2027, positioning the restaurant and event hall to reopen and return an anticipated 75 to 90 downtown jobs to the district.



*View from Garrison Avenue, August 21, 2026 — steel frame, second-floor deck, roof framing, and the arched storefront arcade that recalls the original Fishback / Adelaide Hall facade.*

Architecture • Planning • Interior Design  
P.O. Box 8336 • Fort Smith, AR 72902 | 7309 Chad Colley Blvd., Suite C, Barling, AR 72923 | Ph: 479-652-0175  
[www.cbgarchitects.com](http://www.cbgarchitects.com)

## An Homage to the Original

The design intent set at the outset has been carried through design and into construction: a new, code-compliant building that substantially resembles the structure Fort Smith lost. The two-story massing, storefront rhythm, arched openings, cornice proportions, and masonry character all take their cues from the 1885 Fishback building that carried the Adelaide Hall name, and the historic uses return in their historic locations — restaurant and bar below, Adelaide Hall event space above. As the developer framed it publicly, the goal is a building that reads as part of the avenue's continuous history rather than a modern interruption in it. Behind that familiar exterior is entirely current construction technology and a life-safety package the original building never had. The building will also contain a modern, commercial elevator which will serve Adelaide guests and staff.

## The Decorative Glass Floor

The first-floor slab is a finished architectural surface, not a substrate. Decorative glass aggregate was broadcast into the concrete while it was still plastic, seeding the full field of the restaurant floor. That slab will be ground and polished in the finish phase, cutting through the cream and exposing the glass to produce a terrazzo-like field that catches light and shifts as guests move through the dining room. The result is a durable, low-maintenance, cleanable floor appropriate to a high-traffic restaurant, and a one-of-a-kind finish unique to this building.



*First-floor restaurant volume looking south toward the Fort Smith Museum of History. The slab is protected beneath temporary construction covering; open-web trusses above carry the Adelaide Hall floor.*

## Fire Protection and Life Safety

This is the most consequential difference between the new building and its predecessor. The original structure was not sprinklered. The replacement building is protected throughout by an automatic fire sprinkler system designed and installed to NFPA 13, covering both the restaurant and Adelaide Hall, with the delegated sprinkler design reviewed and submitted to the Fort Smith Fire

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Marshal for approval. The building is also served by a new NFPA 72 fire alarm and notification system providing detection, occupant notification, and monitored alarm transmission — a meaningful safeguard for an assembly occupancy that will host weddings, receptions, and civic gatherings on the second floor.

Passive fire protection has been addressed with equal care. The exterior walls are two-hour fire-resistance-rated assemblies built with fire-retardant-treated wood framing, which limits the spread of fire between this building and its neighbors on a tight downtown block where structures sit close together. Modern fire blocking and draft stopping will be installed in wall cavities and concealed spaces — precisely the concealed paths that allowed the November 6, 2024 fire to travel between the first and second floors of the original building and rekindle hours after crews believed it was out. Together, the sprinkler system, alarm system, rated exterior walls, and compartmentation give the district a landmark that looks historic but performs to current standards.

## Summary

Framing is approximately 60 percent complete, and the work is tracking the design intent presented to the community.



## MEMORANDUM



**TO:** Jeff Dingman, City Administrator  
**CC:** Maggie Rice, Deputy City Administrator  
**FROM:** Todd Mittge, Director of Engineering  
**DATE:** September 15, 2026  
**SUBJECT:** Review Recommendation-Consent Decree Program Management Request for Qualifications (RFQ)

### **SUMMARY**

The board requested staff to conduct a wide search for a nationally recognized firm for recommendation to assist city staff with management of Consent Decree (CD) projects during the November 10, 2025, meeting.

A Request for Qualification was advertised in several regional and national newspapers and publications for interested engineering firms to submit related qualifications for consideration for the 2026 Consent Decree Program Management, Project 26-01. A review by a panel consisting of Jeff Dingman, Todd Mittge, Jimmie Johnson, Lance McAvoy and Rahul Thukral evaluated the three submissions received. Responses were received from Arcadis (Little Rock), Burns & McDonnell (Kansas City), and CDI Contractors (Fayetteville), all three were asked to attend in person interviews. Interviews were conducted on August 7th, 2026.

Arcadis was selected by the evaluation panel for recommendation to the Board of Directors for the Consent Decree Program Management.

This project will assist Engineering-Utilities staff establish project priorities, review design consultants' estimates, review contractor's bids, and track compliance to ensure requirements and deadlines for the Consent Decree are met. The project will also assist with management of the remainder of the SSA remedial measures, capacity improvement projects, pump station and force main remediation, and oversight of the Massard Water Reclamation facility upgrade. The Program Management project fee is not to exceed \$2,474,000.00 for the first year. Included in their submission, Arcadis has chosen to partner with RJN, another nationally recognized firm, who the City of Fort Smith has contracted with previously to perform Consent Decree related services such as Sanitary Sewer Assessments (SSA's) and flow monitoring. The initial term of the agreement will be for one (1) year with the option, after review and on approval by the Board, of an additional three (3) year term. Before the end of the first contract term, progress will be evaluated by both city staff and Arcadis to ensure the city is receiving all services required and to identify additional tasks that may be beneficial to be included with the renewal. An estimated fee by task is included in your packet for review (Exhibit C). The Discretionary Budget included in Exhibit C is not included in the initial cost, any change to the scope of the project will be presented to the Board for consideration as an Amendment.

Negotiations continue between staff and Arcadis with regard to additional terms and conditions, the final version will be presented for consideration should the Board choose to move forward with the agreement.

Currently, all Sanitary Sewer Assessments (SSA's) required by the Consent Decree have been completed. Results of the SSA's determined approximately 347,852 feet of sanitary sewer lines and 3,976 manholes were structurally deficient and needed repair or replacement.

To date, 264,658 feet (31%) of pipe and 1540 manholes (38%) have been or are under contract to be repaired or replaced. Additionally, design of 177,363 feet (20%) of pipe and 567 manholes (12%) is nearing completion and will be scheduled for bidding over the next six months.

Arcadis representatives will be present with an introductory presentation and will be available to answer questions regarding this project.

Please contact me should you or members of the Board have any questions or desire additional information.

#### **ATTACHMENTS**

1. [9-22-26 Item ID 3095 Attachment Engineering-Utilities.pdf](#)

**AGREEMENT**  
**BETWEEN**  
**CITY OF FORT SMITH, ARKANSAS**  
**AND**  
**ARCADIS, U.S., INC.**  
**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 (CITY)** and ***Arcadis, U.S., Inc., 3200 S. Shackleford Rd., Little Rock, AR 72205 (FIRM)***. CITY intends to employ FIRM to provide services in connection with the **Program Management Services for Federal Wastewater Consent Decree-(Project Number 26-01-ES1)** (hereinafter called the **Project**).

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

## SECTION 1 - BASIC SERVICES OF FIRM

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### 1.1 General.

FIRM shall:

- 1.1.1 Perform professional services to the extent provided in **Exhibit A, "Scope of Services"**.
- 1.1.2 Consult with CITY to define and clarify CITY's requirements for the Project and available data.
- 1.1.3 Advise CITY as to the necessity of CITY's providing data or services of the type described in SECTION 3 which are not part of FIRM'S Basic Services and assist CITY 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 CITY.
- 1.1.8 If FIRM receives a sales tax rebate, that rebate must be submitted with the appropriate invoice.

## SECTION 2 - ADDITIONAL SERVICES OF FIRM

---

### 2.1 General

If authorized in writing by CITY, and agreed to by FIRM, FIRM 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 CITY 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, CITYS'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 FIRM'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 CITY 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

Rev. 01/07/2026

in compliance with current Laws and Regulations.

- 2.1.8 Furnishing services in connection with the Project, including services normally furnished by CITY 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 CITY.
- 2.1.11 No changes may be started until approval is provided by the CITY.
- 2.1.12 FIRM will submit invoices for Additional Services in accordance with the terms of this Agreement.

### SECTION 3 - CITY'S RESPONSIBILITIES

---

CITY 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 CITY's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations; and furnish copies of design and construction standards which CITY will require to be included in the Drawings and Specifications.
- 3.2 Assist FIRM by making reasonably available for FIRM's use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to FIRM, as required for performance of FIRM'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 restrictions and other special data or consultations not covered in Section 2.
- 3.4 Arrange for access to and make all provisions for FIRM to enter upon public and private property as required for FIRM to perform his services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by FIRM, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FIRM.
- 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 CITY may require or FIRM 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 CITY 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 CITY 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 CITY's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, communicate CITY's decisions relative to the Project, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to FIRM's services. Time and compensation issues under this Agreement and any project construction contract shall be subject to the CITY's Board of Directors review and approval.
- 3.9 Give prompt written notice to FIRM whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of FIRM's services.
- 3.10 Furnish, or direct FIRM 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 Ensure the Design Consultant Prepares 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 Ensure that Design Consultant compiles and prints 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 CITY's governing body for approval of construction and testing contracts (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).
- 3.14 Ensure that Design Consultant submits contracts, bonds, certificates of insurance and other related contractual documents for review by the CITY's legal counsel and execution by the appropriate parties.
- 3.15 CITY will issue written NTP prior to the start of work.
- 3.16 CITY will approve all changes to scope prior to the start of such services. An 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 FIRM's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. FIRM'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"**. FIRM 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 FIRM.
- 4.2 If CITY has requested modifications or changes in the extent of the Project, the time of performance of FIRM's services and their various rates of compensation may be adjusted appropriately. No changes will be made without specific written CITY approval.
- 4.3 If CITY fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, FIRM may request that their services be suspended under this Agreement.
- 4.4 If FIRM's services for study, design or during construction of the Project are delayed or suspended in whole or in part by CITY for more than three months for reasons beyond FIRM's control, FIRM shall on written request to CITY (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 FIRM'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 FIRM is to be performed under more than one prime contract, CITY and FIRM shall, prior to commencement of the Final Design Phase, develop a schedule for performance of FIRM'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 FIRM

---

### 5.1 Methods of Payment for Services and Expenses of FIRM.

#### 5.1.1 For Basic Services

CITY shall pay FIRM for Basic Services rendered under Section 1 (except as amended and supplemented by **Exhibit A, "Scope of Services"**) an amount equal to the cumulative hours charged to the Project for each class of FIRM's employees multiplied by FIRM's Hourly Rates as shown on the attached **Exhibit B, "Firm's Hourly Rates"** for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and FIRM's Consultant charges, if any. For FIRM's Consultant charges (except as amended and supplemented by **Exhibit C, "Fee Schedule"**) the CITY shall pay the FIRM the amount billed to the FIRM times a factor of 1.00. The maximum compensation to the FIRM 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 CITY and FIRM prior to rendering these services. CITY shall pay FIRM for Additional Services rendered under Section 2 as follows:

##### 5.1.2.1 General

For services of FIRM'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 FIRM's employees time Hourly Rates as shown on the attached **Exhibit B, "Firm's Hourly Rates"**. The maximum amount paid shall not exceed the amount approved by CITY.

##### 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 FIRM, the amount billed to FIRM 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 FIRM providing CITY an itemized receipt identifying Reimbursable Expenses, CITY shall pay FIRM 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 FIRM to support this effort.

The CITY reserves the right to audit any invoice (except FIRM'S Hourly Rates). FIRM shall refer to CITY 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. CITY will not pay for flight insurance or upgrades. If a flight voucher is issued to the traveler, the voucher must be provided to the CITY.

#### 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. 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 IRS Rate for business travel. 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 CITY. A copy of CITY 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 CITY  
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 CITY 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 CITY.

5.1.3.9 Rental Cars  
Rental car receipt and any gas receipts for rental period must be provided. CITY 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 CITY 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 FIRM may choose to update their Hourly Rates on an annual basis. If FIRM proposes an update of the Hourly Rates in attached **Exhibit B, "Firm's Hourly Rates"**, or of the Consultant charges in attached **Exhibit C, "Fee Schedule"**, FIRM 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 City.

## 5.2 Times of Payment

- 5.2.1 FIRM shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on FIRM's Hourly Rates as shown on the attached **Exhibit B, "Firm's Hourly Rates"** for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by CITY, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the Project. CITY shall make payment of approved amounts within 45 days after receipt of the statements.
- 5.2.2 Invoices for all work performed through November are due by December 20<sup>th</sup>. December invoices are due no later than January 10<sup>th</sup>, and shall only include charges through December 31<sup>st</sup>. Invoices shall not overlap different calendar years.

## 5.3 Other Provisions Concerning Payments

- 5.3.1 In the event of termination by CITY under Section 6 during any phase or task of the Basic Services, progress payments due FIRM for services rendered to the date of termination shall constitute total payment for FIRM's services. In the event of any such termination, FIRM will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.
- 5.3.2 CITY may request copies of time sheets to verify hours billed. FIRM is responsible for ensuring that those hours are well documented and substantiated with monthly reports. CITY 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 CITY reserves the right to audit any invoice or contract in which the CITY 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, Firms, 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

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### 1.1 Suspension and Termination

#### 1.1.1 Suspension

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

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

#### 1.1.2 Termination

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

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

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 FIRM 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. FIRM shall be paid for all services performed, including any services performed due to the termination, to the date of termination.

## SECTION 7 – GENERAL CONSIDERATIONS

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### 7.1 Use of Documents

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

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 CITY and FIRM 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 CITY and FIRM each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and FIRM (and to the extent permitted by paragraph 7.3.2, the assigns of CITY and FIRM) 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 CITY nor FIRM 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 CITY or FIRM 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 CITY and FIRM and not for the benefit of any other party.

#### 7.4 Access To Records

The FIRM 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 CITY, or any governmental agency providing any portion of Project funding, and copies thereof shall be furnished, if requested at CITY'S expense. The CITY reserves the right to audit all project related documents. A copy of FIRM'S monthly reports will be provided to the CITY. The CITY 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 and related services performed or furnished by FIRM under this Agreement will be the care and skill ordinarily used by members of FIRM's profession practicing under similar circumstances in the same geographical region. No other warranty or guarantee is expressed or implied, and no other provision of this Agreement will impose any liability upon FIRM in excess of this standard of care. FIRM shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. FIRM shall correct such deficiencies without additional compensation for a period of one (1) year following the completion of that Service except to the extent such action is directly attributable to deficiencies in CITY-furnished information or others not under contract with FIRM.

7.5.2 FIRM shall not be required to sign any documents, no matter by whom requested, that would result in the FIRM having to certify, guarantee, or warrant the existence of conditions whose existence the FIRM cannot ascertain. CITY agrees not to make resolution of any dispute with the FIRM or payment of any amount due to the FIRM in any way contingent upon the FIRM signing any such documents.

## 7.6 Insurance

7.6.1 FIRM shall procure and maintain insurance as set forth below. FIRM shall cause CITY to be listed as an additional insured on the commercial general liability insurance policy carried by FIRM. FIRM shall each deliver to the CITY certificate(s) of insurance evidencing the coverages indicated. Such certificate(s) shall be furnished prior to commencement of FIRM's services and at renewals thereafter during the performance of FIRM'S services under this Agreement. Certificate of insurance shall be attached as **Exhibit D, "Certificate of Liability Insurance"**.

7.6.2 FIRM'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 accident 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 CITY and FIRM 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 FIRM's services. A provision similar to this shall be incorporated into all construction contracts entered into by CITY, and all construction contractors shall be required to provide waivers of subrogation in favor of CITY and FIRM for damage covered by any construction contractor's property insurance.

Note: FIRM 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, FIRM shall indemnify and hold harmless CITY 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 brought or asserted by any third party (a) is attributable to bodily injury, sickness, disease or death, or for injury to or destruction of tangible third-party property but only to (b) the extent caused by any negligent act or omission of the FIRM, anyone directly or indirectly employed by the FIRM or anyone for whose acts the FIRM 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.

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## 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 CITY and FIRM.

## 7.12 Cost Opinions and Projections

7.12.1 Cost opinions and projections prepared by FIRM relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on FIRM'S experience, qualifications, and judgment as a design professional. Since FIRM 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, FIRM does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by FIRM.

## 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 CITY, 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 FIRM, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to CITY and anyone claiming by, through or under CITY, 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 FIRM, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the coverage limits of FIRM's insurance as set forth in paragraph 7.6. The parties agree that specific consideration has been given by the FIRM for this limitation and that it is deemed adequate.

## 7.14 Delays

7.14.1 In the event the services of the FIRM are suspended or delayed by the CITY, the FIRM shall be entitled to additional compensation for reasonable costs incurred by the FIRM 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 FIRM'S services.

## 7.15 Job Safety

7.15.1 Neither the professional services or other activities of the FIRM herein, nor the presence of the FIRM or its employees and subconsultants at a construction/project site, shall relieve the Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. FIRM and its personnel have no authority to exercise any control over any construction contractor or their employees in connection with their work or any health or safety precautions. The CITY agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be carried out in the CITY'S agreement with the General Contractor. The CITY also agrees that the CITY, FIRM and the FIRM'S consultants shall be made additional insured under the General Contractor's general liability insurance policy. Furthermore, in any hold-harmless agreements between the CITY and any contractor who may perform work in connection with any professional services rendered by CITY, the CITY will require such contractor(s) to defend and indemnify the FIRM against third-party suits.

## 7.16 Force Majeure

7.16.1 Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics. If a Party is so impacted, in whole or in part, such Party will promptly notify the other Party in writing, explaining the reason for the delay. In the event of a force majeure event the time and costs of performance will be modified.

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## SECTION 8 - EXECUTION

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- 8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between CITY and FIRM 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 CITY shall compensate FIRM for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **Two million, four hundred seventy four thousand dollars and no/100 (\$2,474,000.00)** without written approval of the CITY.
- 8.4 FIRM shall perform services set forth herein in accordance with the terms of this Agreement for an initial period of one (1) years beginning upon lodging of the modification. An option is included for annual renewal for an additional three (3) year period from the project start date, which shall be upon the lodging of the modification and Notice to Proceed issued by the CITY.

8.5 Address for giving notices:

| City                       | Professional Services Provider |
|----------------------------|--------------------------------|
| City of Fort Smith         | _____                          |
| C/O Engineering Department | _____                          |
| 623 Garrison Avenue        | _____                          |
| Fort Smith, AR 72901       | _____                          |

8.6 Designated Representative (see Section 3.8):

| City                    | Professional Services Provider |
|-------------------------|--------------------------------|
| _____<br>(Print Name)   | _____<br>(Print Name)          |
| Title: _____            | Title: _____                   |
| Phone Number: _____     | Phone Number: _____            |
| Facsimile Number: _____ | Facsimile Number: _____        |
| E-Mail Address: _____   | E-Mail Address: _____          |

(The Remainder Of This Page Is Blank)

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 of Fort Smith, Arkansas  
(City)

\_\_\_\_\_  
(City Clerk), Sherri Gard

By: \_\_\_\_\_  
George McGill, Mayor

Date Signed: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Firm - Company Name)

\_\_\_\_\_  
(Corporate Secretary)

By: \_\_\_\_\_  
President

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City) (State) (Zip)

Firm License or Certificate No. \_\_\_\_\_

State of: \_\_\_\_\_

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

Exhibit A

CITY OF FORT SMITH, ARKANSAS

**PROGRAM MANAGEMENT SERVICES  
FOR FEDERAL WASTEWATER CONSENT DECREE**

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**DRAFT SCOPE OF SERVICES**

Prepared for:  
City of Fort Smith, Arkansas

Prepared by:  
Arcadis U.S., Inc.

Draft for Contract Negotiation

*This draft is intended as a negotiating document and should be coordinated with the final professional services agreement, compensation exhibit, insurance requirements, and City procurement/legal requirements before execution.*

## Purpose and Program Objective

The City of Fort Smith has made substantial progress implementing its Federal Wastewater Consent Decree, including completion of system assessments, development and implementation of remedial measures, advancement of capital improvements, implementation of capacity and CMOM-related activities, and establishment of long-term funding mechanisms. The modified Consent Decree establishes the framework for the next phase of implementation and places increased emphasis on sustained project delivery, risk-based prioritization, financial planning, measurable rehabilitation production, and documentation of compliance.

Arcadis U.S., Inc. (Arcadis) will serve as the City's Program Manager and trusted advisor to integrate these activities into a coordinated, executable program. Arcadis will build upon the City's existing work, systems, data, and institutional knowledge rather than recreate completed efforts. The Program Management Team will work collaboratively with City staff, subconsultant RJN, the City's existing design professionals, contractors, regulators, and stakeholders to maintain current delivery momentum while strengthening the management systems, controls, prioritization methods, financial framework, and project-delivery practices necessary to achieve Consent Decree compliance and support the City's long-term wastewater infrastructure objectives.

Program services will be guided by the following principles:

- Disciplined program management supported by local accountability and national expertise.
- Data-driven I&I and SSO reduction strategies that focus resources where they provide the greatest measurable benefit.
- Development of sustainable asset-management and business practices that continue to provide value beyond completion of the Consent Decree Program.

## Basis and General Approach

This Scope of Services is based on the City's RFQ for Program Management Services for the Federal Wastewater Consent Decree, Arcadis' submitted Statement of Qualifications, the City's Consent Decree and subsequent modification, and the program approach presented during the selection interview. The scope is organized around program execution and deliverables rather than solely around the procurement categories used in the RFQ.

Arcadis' base program-management services are intended to provide overall program integration, administration, decision support, controls, regulatory coordination, financial planning support, system model updates, model reviews, full-time construction oversight, reporting, and owner representation. Optional services to be coordinated with the City on an as-needed basis include full-time construction inspections and specialized field inspections services. Detailed design, engineer-of-record services, significant model recalibration, and other project-specific technical services are not included in the base scope unless specifically identified or authorized by the City through a task order, amendment, or other written authorization.

## Scope Structure

For contracting and budget-control purposes, services are divided into three categories:

- Core Program Management Services - recurring and ongoing services performed throughout the contract term.
- Program Development and Initial Deliverables - front-loaded services associated with program launch, initial controls, the Program Execution Plan, and the initial integrated implementation roadmap.
- Project-Specific and Optional Services - variable services authorized by the City for individual projects or special needs.

## Task 1 - Program Management and Administration

Arcadis will serve as an extension of City staff in the management and implementation of the Federal Wastewater Consent Decree Program. Arcadis will provide overall program leadership, coordination, administration, and decision support necessary to maintain compliance obligations, advance active projects, plan and implement future capital improvements, and support the City's long-term wastewater system objectives.

Arcadis will coordinate the activities of City staff, Arcadis personnel, RJN, design consultants, construction contractors, regulatory agencies, and other program stakeholders as appropriate. Arcadis' role will focus on integration, coordination, decision support, program controls, and owner representation while preserving the contractual and professional responsibilities of the City's consultants, contractors, and staff.

### **1.1 Program Leadership and Coordination**

- Provide leadership through a designated Program Manager and optional Deputy Program Manager roles.
- Provide on-site daily construction management and administration.
- Serve as the primary day-to-day program-management interface with designated City leadership and staff.
- Coordinate technical, operational, financial, construction, regulatory, and communication activities across the program.
- Establish and maintain program governance, escalation pathways, and decision-authority procedures.
- Coordinate with existing consultants and contractors to avoid duplication and preserve active-project momentum.
- Provide executive and Board briefing support as requested by the City.
- Employ digital tools as appropriate to achieve greater efficiency and productivity of all program components.
- Contract administration activities such as tracking active consultant/contractor agreements, authorizations, amendments, task orders, contract status, and expiration/budget thresholds.
- QA/QC oversight for program deliverables, meeting records, reports, and decision materials

### **1.2 Meeting and Decision Management**

- Conduct regular program-management coordination meetings at a frequency agreed with the City.
- Prepare agendas, facilitate meetings, document actions, and track follow-up items.
- Maintain program action, decision, issue, risk, and change logs.
- Use rolling near-term look-aheads to identify decisions and constraints before they affect schedule or compliance.

### **1.3 Task 1 Deliverables**

- Monthly Program Status Report.
- Updated action, decision, issue, risk, and change logs.
- Meeting agendas and action-oriented meeting records.
- Monthly invoice and task-level status summary.
- Executive or Board briefing materials as requested.

## **Task 2 - Program Launch, Transition, and Initial Program Assessment**

Arcadis will implement a collaborative Program Launch designed to integrate the program-management team with the City's existing organization while maintaining momentum on active Consent Decree activities and projects. The Program Launch is not intended to restudy completed work or replace established City processes without demonstrated benefit. Arcadis will build upon the City's existing investments, data, systems, procedures, and institutional knowledge.

### **2.1 First 30 Days - Listen, Learn, and Align**

- Meet with City leadership, key staff, RJN, active design teams, construction teams, and other identified stakeholders and develop a program launch plan with success criteria.
- Review the Consent Decree, modification, current regulatory correspondence, annual reports, and active compliance commitments.
- Confirm near-term regulatory deadlines, project milestones, Board actions, and decisions that cannot be disrupted.
- Inventory active and planned projects, schedules, budgets, delivery methods, responsible parties, and current status.

- Review existing program systems, data sources, reporting practices, financial planning tools, and project controls.
- Document current governance, communication practices, decision rights, and escalation pathways.
- Conduct lessons-learned discussions to identify practices to preserve and areas where the City desires improvement.
- Prepare an initial program risk and opportunity assessment.

## 2.2 Days 31-60 - Collaborate and Enhance

- Evaluate opportunities to improve project prioritization, sequencing, and delivery packaging.
- Initiate program controls, integrated reporting, and standardized project-status practices.
- Align technical, operational, financial, regulatory, and community drivers within the decision-making framework.
- Establish initial program performance measures and KPIs.
- Evaluate delivery approaches, procurement sequencing, and resource needs.
- Build consensus around near-term priorities and decisions.

## 2.3 Days 61-90 - Deliver the Shared Roadmap

- Prepare the initial/draft Program Execution Plan.
- Prepare an initial integrated program schedule and annual compliance calendar.
- Confirm the program project inventory and near-term capital delivery strategy.
- Establish the initial program controls and dashboard framework.
- Establish the Financial Management Plan development framework and data requirements.
- Document near-term decisions, responsibilities, and next-phase actions.
- Prepare a shared implementation roadmap for City review.

*Final completion of individual Day-90 products will depend on timely access to City data, staff, consultants, and existing systems. Where sufficient information is not available, Arcadis will provide an initial framework, draft, or action plan identifying the remaining information and steps required for completion.*

## Task 3 - Program Execution Plan

Arcadis will develop, in collaboration with the City, a Program Execution Plan (PEP) establishing the governance, processes, procedures, controls, responsibilities, and management practices used to implement the Consent Decree Program. The PEP will be maintained as a living management document and may be updated as program needs, regulatory requirements, delivery strategies, or City procedures evolve.

The PEP is anticipated to address, at a minimum:

- Program objectives, success measures, and key performance indicators.
- Program governance and organizational structure.
- Roles, responsibilities, and decision-authority matrix.
- Communication and escalation protocols.
- Program work breakdown structure.
- Project lifecycle and milestone expectations.
- Scheduling and baseline management standards.
- Cost management and forecasting standards.
- Risk and issue management.
- Change management and approval procedures.
- Document and records management.
- Quality management expectations.
- Procurement and delivery process guidance.
- Design and constructability coordination.
- Construction coordination and owner representation procedures.

- Data governance and systems-of-record practices.
- Dashboard, reporting, and KPI definitions.
- Regulatory reporting and compliance calendar.
- Stakeholder and community communication procedures.
- Lessons-learned and continuous improvement process.

### 3.1 Deliverables

- Draft PEP for City review.
- Final PEP incorporating agreed City comments.
- Annual PEP review.
- Periodic PEP updates, when requested or required by material program changes.

## Task 4 - Consent Decree Compliance Management and Regulatory Support

Arcadis will support the City in maintaining a clear and documented relationship between Consent Decree requirements, program activities, capital projects, schedules, funding, and reported outcomes. Arcadis will maintain a compliance obligations matrix identifying applicable requirements, responsible parties, deliverables, milestone dates, status, supporting documentation, and potential risks to compliance.

- Maintain and update the Consent Decree compliance obligations matrix.
- Coordinate Task 8 Effectiveness Evaluations and Model updates with Consent Decree Compliance
- Track milestone dates and production commitments established by the Consent Decree and modification.
- Coordinate development and review of regulatory deliverables.
- Support preparation of regulatory correspondence and briefing materials.
- Support meetings with EPA, DOJ, State agencies, and other regulatory stakeholders when requested by the City.
- Maintain records of regulatory commitments, decisions, and follow-up actions.
- Track force-majeure or other schedule-impacting events and supporting documentation.
- Evaluate technically supportable regulatory strategies and alternatives when requested.
- Support the City in presenting technically and financially supportable requests for regulatory consideration when directed by the City.

*Arcadis will not provide legal opinions or legal representation. Regulatory strategy services will be coordinated with the City's legal counsel where legal interpretation, privilege, negotiation authority, or legal strategy is involved.*

## Task 5 - Program Controls

Arcadis will develop, implement, and maintain an integrated program-controls framework to support consistent management of scope, schedule, cost, funding, risk, issues, changes, documents, safety information, and performance reporting across the City's Consent Decree Program. Arcadis will evaluate the City's existing controls practices, data, systems, coding structures, reports, and management processes. We will build upon the City's existing systems and sources of record, establishing a program controls framework which defines authoritative data sources, update responsibilities, reporting cutoffs, review procedures, approval requirements, and escalation pathways appropriate to the program.

### 5.1 Program Controls and Data Integration Plan

- Develop a Program Controls Plan as a component of the Program Execution Plan.
- Establish a program Work Breakdown Structure and related project, contract, funding, phase, schedule, cost, and reporting codes, coordinated with existing City structures to the extent practical.
- Define the relationship among program scope, project inventory, regulatory obligations, schedule activities, budgets, commitments, expenditures, funding sources, risks, changes, decisions, documents, and performance measures.
- Establish controls procedures, roles, responsibilities, data ownership, update requirements, reporting cutoffs, review workflows, approval thresholds, and escalation pathways.

- Define baseline establishment, maintenance, change-control, forecasting, variance-analysis, and reporting requirements.
- Establish consistent project-status and controls templates for use by City staff, Arcadis, RJN, design consultants, construction contractors, and other program participants, as applicable.
- Identify the City systems and supporting data sources to be used for each controls function and document the authoritative source for material program information.
- Evaluate data completeness, consistency, and readiness and maintain a data-gap or exception log for information needed to support reliable controls and reporting.
- Coordinate the controls framework with the compliance obligations matrix, annual reporting calendar, Financial Management Plan, project-delivery processes, and dashboard architecture.
- Periodically review the controls framework and recommend practical refinements based on program needs, lessons learned, and changes in City systems or procedures.

## 5.2 Integrated Master Schedule

- Develop and maintain an Integrated Master Schedule incorporating Consent Decree obligations, annual production commitments, planning, investigations, design, permitting, easements, procurement, Board actions, funding decisions, construction, commissioning, closeout, regulatory deliverables, and other major program activities and dependencies.
- Integrate available project-level schedules and milestone information into the program schedule at a level appropriate for program management.
- Establish the initial schedule baseline using the approved Project Delivery Plan, project inventory, regulatory requirements, available project schedules, and agreed City assumptions.
- Define standard lifecycle milestones and stage gates for planning, design, permitting, procurement, construction, and closeout.
- Identify critical and near-critical paths, interproject dependencies, schedule interfaces, external constraints, required City decisions, and activities that may affect Consent Decree compliance.
- Incorporate known resource, funding, procurement, regulatory, seasonal, operational, and constructability constraints where information is available.
- Compare current and forecast dates with approved baseline dates and identify material variances, emerging delays, and adverse trends.
- Evaluate schedule impacts associated with proposed or approved changes, risks, funding decisions, regulatory actions, and project-delivery alternatives.
- Develop rolling look-aheads to highlight near-term milestones, submittals, procurement actions, decisions, constraints, and required mitigation measures.
- Coordinate with project managers, design teams, contractors, City staff, and other responsible parties to validate schedule status and forecast information.
- Support development and monitoring of schedule-recovery or mitigation actions when material delays or constraints are identified.
- Maintain schedule narratives documenting material changes, assumptions, critical-path considerations, constraints, and recommended actions.
- Update the Integrated Master Schedule monthly, or at another frequency agreed with the City, and provide schedule information for executive, Board, financial, and regulatory reporting.

## 5.3 Cost Management

- Establish and maintain program- and project-level budget information using data provided by the City and teams.
- Align cost information with the program Work Breakdown Structure, project inventory, contracts, schedules, funding sources, and reporting requirements.
- Establish the initial program and project cost baselines using the Project Delivery Plan estimates, approved budgets, authorized contracts, and other City-approved information.

- Track, as information is available, original and current budgets, authorized funding, commitments, contract values, approved changes, actual expenditures, accruals, anticipated costs, contingency, and forecast at completion.
- Maintain project and program forecasts based on current commitments, progress, schedule, risks, changes, and remaining work.
- Develop anticipated cash-flow and expenditure forecasts and coordinate the results with Task 9, Financial Management Plan and Funding Support.
- Compare actual and forecast performance with approved budgets and baselines and identify material variances, emerging cost pressures, contingency use, funding constraints, and potential overruns.
- Track budget transfers, funding allocations, and approved changes affecting project or program financial baselines.
- Support reconciliation of controls information with City financial records and identify unresolved differences for City review.
- Provide cost and funding information for monthly status reports, dashboards, Board materials, annual Consent Decree reporting, and financial planning.
- Support development and monitoring of corrective actions when material cost, funding, or cash-flow variances are identified.
- Maintain program- and project-level budget information provided by the City and project teams.

#### **5.4 Risk and Issue Management**

- Establish and maintain a program risk and opportunity register addressing regulatory, technical, operational, financial, funding, schedule, procurement, market, construction, safety, quality, stakeholder, data, and external risks and opportunities.
- Define a consistent methodology for risk and opportunity identification, categorization, likelihood, consequence, priority, ownership, response planning, escalation, monitoring, and closure.
- Identify potential effects on Consent Decree compliance, cost, schedule, funding, operations, safety, quality, community commitments, and program outcomes.
- Assign a responsible owner and target response date for each material risk, opportunity, or mitigation action.
- Conduct periodic risk reviews and facilitate focused risk workshops for significant projects, delivery packages, regulatory milestones, or program decisions, as appropriate.
- Monitor mitigation actions, residual exposure, trigger conditions, and changes in risk status.
- Evaluate schedule and cost implications of material risks and incorporate agreed risk effects into forecasts or contingency analyses where appropriate.
- Escalate risks that require City action, policy direction, funding decisions, regulatory coordination, or changes to approved baselines.
- Track force-majeure and other schedule-impacting events in coordination with Task 4 and maintain available supporting documentation.
- Identify opportunities to improve delivery, reduce cost, accelerate schedule, strengthen competition, improve I&I or SSO outcomes, or reduce long-term program risk.
- Report priority risks, opportunities, trends, mitigation status, and decisions required through the agreed program-management cadence.

#### **5.5 Issue, Action, and Decision Management**

- Maintain integrated issue, action, and decision logs coordinated with Task 1.
- Document each material issue, its potential effect, responsible party, required resolution date, current status, and related actions or decisions.
- Identify and escalate issues that may affect compliance, cost, schedule, funding, safety, quality, operations, procurement, or community commitments.
- Maintain a decision log identifying the decision required, decision authority, required-by date, supporting information, alternatives considered, decision outcome, and resulting actions.
- Link material decisions to affected risks, changes, schedule activities, budgets, contracts, regulatory obligations, and supporting documents.

- Use rolling look-aheads and controls reviews to identify decisions before they become constraints to project or program delivery.
- Track actions through closure and report overdue or unresolved items through the agreed program-management cadence.

## 5.6 Change and Baseline Management

- Establish and maintain a consistent change-management process for proposed or approved changes affecting program or project scope, cost, schedule, funding, regulatory commitments, delivery strategy, or performance requirements.
- Define change categories, documentation requirements, review responsibilities, approval thresholds, and escalation pathways consistent with City authority and the executed agreement.
- Maintain a change log documenting the origin, description, justification, status, responsible party, cost effect, schedule effect, funding effect, risk effect, regulatory effect, required approvals, and disposition of each material change.
- Evaluate proposed changes against approved scope, schedule, cost, funding, risk, compliance, and project-delivery baselines.
- Support preparation of independent program-level assessments of material change impacts based on information furnished by the responsible project parties.
- Present material proposed changes, alternatives, effects, and decisions required to the appropriate City decision authority.
- Document approved changes and update affected baselines, forecasts, schedules, budgets, risks, decisions, contracts, and reports after receipt of the required City authorization.
- Maintain traceability between approved changes and the supporting City authorization, task order, amendment, contract modification, or other controlling document.
- Track aggregate change trends and identify recurring causes or systemic issues that may warrant corrective action or process improvement.
- Do not direct or authorize changes reserved to the City, design professional, or contractor under their respective agreements.

## 5.7 Document and Controls Records Management

- Coordinate with the City to establish program-level document-control requirements consistent with the City's existing systems, records policies, and contractual requirements.
- Define document naming, metadata, version control, status, review, approval, retention, and filing conventions for program-controls records.
- Maintain organized and traceable records supporting schedules, budgets, forecasts, risks, issues, changes, decisions, assumptions, approvals, and reports.
- Establish registers or trackers for material controls documents, correspondence, submittals, and approvals where not already maintained by the responsible project party.
- Support document-status and turnaround reporting for controls-related records that may affect schedule or compliance.
- Identify incomplete, inconsistent, outdated, or unavailable supporting documentation and track resolution through the data-gap or issue-management process.
- Coordinate with Task 10 to support appropriate retrieval, reporting, and dashboard use of controls records.

## 5.8 Safety, Quality, and Performance Information

- Coordinate with City staff, project managers, construction-management personnel, consultants, and contractors to identify agreed program-level safety and quality information for management reporting.
- Track available safety indicators, significant incidents, corrective-action status, quality issues, nonconformance trends, or other agreed information provided by the parties responsible for safety and quality.
- Incorporate material safety or quality risks and issues into the program risk, issue, schedule, cost, change, and decision processes where they may affect program delivery.

- Support consistent reporting of safety and quality information for management awareness without assuming the safety responsibilities, means and methods, quality-control duties, or contractual obligations of contractors or design professionals.
- Coordinate relevant program-level information with Tasks 12 and 13 for design- and construction-phase management.

### **5.9 Controls Review, Variance Analysis, and Reporting Support**

- Conduct a monthly Program Controls Review, or another frequency agreed with the City, addressing schedule, cost, funding, forecast, risk, issues, changes, decisions, and data quality.
- Prepare concise variance narratives identifying current status, root causes, potential effects, accountable parties, proposed corrective actions, decisions required, and target resolution dates.
- Monitor corrective and recovery actions through closure.
- Prepare controls inputs for the Monthly Program Status Report, executive and Board briefings, dashboards, Annual Consent Decree Report, Financial Management Plan, compliance reporting, and other agreed program communications.
- Reconcile program-level information with underlying project information and document material qualifications or unresolved differences.
- Maintain historical snapshots or period records sufficient to explain material movements in schedule, cost, forecast, risk, or change status.
- Support trend analysis of cost, schedule, change, decision, and risk information where sufficient and reliable data are available.
- Coordinate with Task 17 to support KPI definitions and program-performance measurement. .

## **Task 6 - Annual Consent Decree Reporting**

Arcadis will coordinate preparation of the City's annual Consent Decree report using the City's established reporting framework to the extent practical. Arcadis will focus on improving consistency, traceability, efficiency, and integration between program controls and regulatory reporting so that information used to manage the program throughout the year also supports annual reporting.

- Establish and maintain the annual reporting calendar and data request schedule.
- Identify data requirements and responsible parties.
- Develop data pipelines for automated reporting where available.
- Compile project status, rehabilitation production, expenditure, SSO, CMOM, financial, and other required information.
- Coordinate inputs from City staff, RJN, consultants, and contractors.
- Prepare draft annual report content and supporting tables/figures.
- Perform internal quality reviews.
- Coordinate City review and incorporate agreed comments.
- Prepare the final annual report or final submission package, as directed.
- Support responses to regulator questions regarding the report.

## **Task 7 - Project Delivery Plan and Capital Improvement Program Optimization**

Arcadis will review and update the City's existing Project Delivery Plan and capital program to establish a practical, defensible, financially achievable, and regulator-ready implementation strategy. The objective will not be to create a new project list for its own sake, but to optimize the sequencing, scope, packaging, and delivery of required improvements to achieve measurable SSO reduction, I&I reduction, capacity improvement, risk reduction, and regulatory benefit.

### 7.1 Project Inventory and Validation

- Maintain a consolidated inventory of active, planned, and future projects.
- Confirm project scope, status, budget, schedule, regulatory driver, delivery method, design readiness, dependencies, and responsible parties.
- Identify gaps, overlaps, and sequencing conflicts.

### 7.2 Risk-Based Prioritization

Arcadis will support prioritization using available information such as:

- SSO history, frequency, and volume.
- Structural condition and defect severity.
- I&I contribution and wet-weather response.
- Failure and repair history.
- Consequence of failure and service criticality.
- Maintenance history and recurring operational issues.
- Hydraulic capacity and model results.
- Constructability, access, bypass, easement, and permitting constraints.
- Project readiness, cost, schedule, and delivery risk.
- Community and traffic impacts.
- Regulatory deadlines and annual production requirements.

### 7.3 Project Packaging and Sequencing

- Confirm completed consent decree repair, replacement, or upsizing obligations completed and establish remaining inventory of work to be completed.
- Evaluate packaging by geography, technology, access/bypass requirements, contractor capability, construction season, procurement efficiency, and economies of scale.
- Coordinate packaging with annual rehabilitation production requirements and funding availability.
- Evaluate market capacity and City management capacity when establishing package size and sequencing.
- Develop and maintain a multi-year implementation schedule.

### 7.4 Delivery Method Evaluation

- Evaluate design-bid-build and other conventional approaches.
- Evaluate CMAR, design-build, or other alternative delivery approaches when legally and programmatically applicable.
- Evaluate IDIQ/on-call rehabilitation contracting or similar contracting strategies where advantageous.
- Provide recommendations for City consideration based on schedule, cost, risk allocation, competition, and administrative burden.

*Evaluation of an alternative delivery approach does not constitute authorization to implement it. Implementation will be subject to applicable procurement law, City approval, and separate authorization where required.*

## Task 8 - I&I Reduction, Modeling, and Effectiveness Evaluation

Arcadis, working with the City and RJN, will integrate available flow monitoring, rainfall, SSES, condition assessment, SSO, hydraulic modeling, maintenance, and rehabilitation-performance information to support prioritization of future investments and evaluation of completed improvements.

- Review existing monitoring, SSES, condition, rehab, and model information for program-level decision support.
- Leverage flow monitoring and other field activities as necessary to quantify effectiveness
- Evaluate historic rehabilitation performance and lessons learned.
- Support validation of model applications appropriate to program decisions.
- Identify high-I&I, high-SSO, and recurring problem areas for focused evaluation.
- Differentiate inflow and infiltration drivers where data support such differentiation.
- Evaluate rehabilitation, operational, and capacity-improvement strategies.

- Evaluate holistic versus structural-only rehabilitation approaches where appropriate.
- Recommend supplemental investigations where existing information is insufficient.
- Develop or support pre-/post-rehabilitation effectiveness evaluation protocols.
- Use effectiveness results to refine future prioritization, packaging, and capital decisions.

*Detailed SSES field investigations, installation or maintenance of flow monitors, large-scale hydraulic model recalibration, detailed rehabilitation design, and other field or design services are not included in the base program-management scope unless specifically authorized.*

## Task 9 - Financial Management Plan and Funding Support

Arcadis will support the City in developing and maintaining the Financial Management Plan required by the modified Consent Decree. The Financial Management Plan will integrate the optimized capital improvement program, implementation schedule, Consent Decree and non-Consent Decree wastewater needs, operating requirements, available revenues, debt capacity, grants, financing strategies, and affordability considerations into a long-term financial framework.

- Review the City's existing utility financial model and available financial planning information.
- Integrate the capital program schedule and forecast cash flow.
- Forecast capital expenditures and major program operating requirements.
- Incorporate applicable sewer-rate revenues, sales-tax revenues, bond proceeds, grants, SRF funding, and other known funding sources.
- Evaluate potential future funding gaps and timing constraints.
- Support scenario testing for project timing, annual spending, funding mix, and delivery alternatives.
- Support rate and revenue planning assumptions for engineering/program purposes.
- Support annual Financial Management Plan updates.
- Prepare decision-ready financial summaries for City leadership and Board communication.

*Arcadis' services under this task are limited to engineering, programmatic, capital-planning, and utility financial-modeling support and do not constitute municipal financial advisory, securities, bond counsel, legal, tax, or accounting services.*

## Task 10 - Program Information Management, Dashboards, and Reporting

Arcadis will work with the City to establish an integrated program-information framework that leverages existing City systems to the greatest practical extent and provides reliable information for day-to-day management, executive decision-making, Board communication, and Consent Decree reporting.

### 10.1 Executive Dashboard

- Compliance status and major milestones.
- Budget and forecast.
- Funding status.
- Top risks and issues.
- Decisions required.
- Key performance indicators.

### 10.2 Program Delivery Dashboard

- Project inventory and lifecycle status.
- Design/procurement/construction readiness.
- Schedule and cost forecasts.
- Changes and risks.
- Packaging and procurement status.
- Near-term decisions and constraints.

### 10.3 Collection System Dashboard

- SSO tracking and recurrence.
- Rainfall and flow monitoring information.
- Cleaning and maintenance activity.
- CCTV and condition information.
- Rehabilitation and project locations.
- Post-project performance information where available.

*Arcadis will first evaluate and leverage the City's existing information systems and available integrations. New software, licenses, custom application development, third-party hosting, and significant system integrations are excluded unless specifically authorized.*

## Task 11 - Project Management and Owner's Agent Services

For projects assigned by the City, Arcadis will act as the City's program-level project manager and owner's representative. Arcadis will coordinate the activities of the City's design consultants and construction contractors but will not assume the contractual responsibilities, means and methods, professional responsibility, or construction obligations of those parties.

- Project initiation and scope confirmation.
- Schedule and budget monitoring.
- Coordination of City and consultant reviews.
- Permitting, easement, utility, and stakeholder coordination tracking.
- Procurement coordination.
- Project risk and issue management.
- Construction-phase coordination at the program/owner level.
- Project closeout coordination and lessons learned.

## Task 12 - Design-Phase Management

For projects specifically assigned by the City, Arcadis may provide design-phase management services including:

- Design kickoff and scope alignment.
- Monitoring of design schedule and milestone completion.
- Coordination of City, operations, and stakeholder reviews.
- Evaluation of design and specifications for I&I reduction effectiveness.
- Constructability and operability review coordination.
- Review of cost estimates and value opportunities.
- Rehabilitation technology review.
- Permitting and easement status tracking.
- Bid-readiness review.
- Review for consistency with program objectives and Consent Decree commitments.

*Unless separately authorized as engineer of record, Arcadis' reviews under this task are program-management and owner-advisory reviews and do not replace the design consultant's professional responsibility, quality-control obligations, or responsibility for the accuracy and completeness of design documents.*

## Task 13 - Construction Management / Construction Administration Support

### 13.1 Base Program-Level Construction Oversight

- Daily oversight of all consent decree related construction activities, that may include at the owner's discretion, non-sewer project construction with consent decree or I&I reduction implications.
- Maintain awareness of the master construction schedule and major compliance milestones.

- Monitor project-level risks, changes, claims trends, and contractor performance at the program level.
- Coordinate interfaces among City staff, designers, contractors, operations, utilities, and other stakeholders.
- Identify emerging issues requiring City decision or escalation.
- Periodic construction observation (monitoring of all ongoing consent decree related construction).
- Construction progress meeting facilitation and issues tracker.
- Change Order evaluation and recommendations.

### 13.2 Project-Specific Construction Services

When requested or otherwise authorized, project-specific services may include:

- IDIQ Contracting – which may include specification development, procurement support, contracting, task order production, contract management, etc.
- Resident construction observation.
- Pay application review.
- RFI and submittal administration.
- Schedule review and delay analysis.
- Punch-list and closeout support.
- Record-document coordination.
- Claims support.

*The level of construction presence, inspection, and administration for each project will be defined in coordination with City Staff.*

## Task 14 – Outreach Services

### 14.1 Procurement, Contractor Market Outreach, and Delivery Capacity

- Maintain a forecast of upcoming program procurements.
- Support contractor and design-consultant market outreach.
- Assist with industry forums or outreach sessions when requested.
- Provide visibility into anticipated project pipeline, package types, and procurement timing.
- Evaluate package size, market capacity, bidding conditions, and potential competition.
- Support procurement document development and prebid/preproposal activities when requested.
- Support evaluation activities when requested and permitted by City procurement procedures.

### 14.2 Stakeholder and Community Engagement

Arcadis will support the City in providing clear, timely, and transparent communication regarding Consent Decree implementation, capital investments, project impacts, program progress, and measurable benefits.

- Identify key stakeholders, assess communications needs and potential risks / common challenges
- Develop and maintain a program communication strategy in coordination with the City.
- Support Board and leadership messaging and attend Board meetings.
- Support public website content and program-progress graphics.
- Support location-based project information and project-specific public notices.
- Support neighborhood, business, and stakeholder coordination.
- Support public meetings, open houses, and other outreach events when requested.
- Maintain stakeholder issue tracking and support timely resolution.
- Support communication of rate, funding, and community-value information in coordination with the City.

## Task 16 - CMOM and Long-Term Asset Management Integration

Arcadis will evaluate opportunities to strengthen the connection between Consent Decree capital improvements, CMOM activities, maintenance history, condition assessment, SSO recurrence, and long-term asset-management

decision-making. The objective will be to transition successful Consent Decree processes into sustainable utility business practices.

- Review available performance information for FOG, root control, cleaning, CCTV, and preventive-maintenance activities.
- Evaluate recurring SSO and maintenance patterns for integration into capital prioritization.
- Support use of condition and consequence information in long-term asset planning.
- Identify opportunities to align rehabilitation lifecycle strategies with O&M practices.
- Recommend practical improvements to data integration and decision processes.
- Review comprehensive sewer system linear assets and make recommendations for future investment in asset renewal and/or replacement strategy.

## **Task 17 - Program Performance Measurement and Continuous Improvement**

Arcadis will establish and periodically review program performance measures and will recommend adjustments to priorities, delivery strategies, controls, staffing, project packaging, or technical approaches based on measured results and lessons learned.

Potential program KPIs may include, as applicable:

- Linear feet of sewer rehabilitated annually and cumulatively.
- Manholes rehabilitated annually and cumulatively.
- SSO count, volume, recurrence, and wet-weather trends.
- Measured I&I or RDII reduction where data support quantification.
- Projects delivered and regulatory milestones achieved.
- Schedule and budget performance.
- Change-order trends.
- Bidder participation and procurement performance.
- Cost per unit of rehabilitation or measurable performance improvement where meaningful.
- Decision turnaround and issue-resolution performance.

## **Additional / Optional Services**

The following services are excluded from the base Program Management scope unless specifically authorized by the City through an amendment, task order, or other written authorization:

- Detailed engineering design and engineer-of-record services.
- New or expanded SSES field investigations.
- Additional flow-monitor installation, operation, and maintenance.
- Major hydraulic model recalibration or development.
- Surveying and subsurface utility engineering.
- Geotechnical investigations.
- Environmental studies and permitting.
- Property acquisition, appraisal, or legal easement services.
- Laboratory or material testing.
- Bond counsel, municipal financial advisor, securities, tax, or accounting service subcontracting and support.
- Specialized IT development, software licenses, third-party hosting, or major systems integration.
- Expert witness or litigation support.
- Emergency response services outside the agreed program-management scope.
- Management or engineering services for other City programs that directly or indirectly affect the consent decree program.

## City Responsibilities

The City will, as applicable:

- Designate a primary City program representative with authority to coordinate City decisions.
- Provide timely access to existing reports, models, project files, contracts, schedules, budgets, regulatory correspondence, and program data.
- Provide reasonable access to City staff, facilities, meetings, and information systems needed for the services.
- Facilitate access to existing consultants and contractors and authorize appropriate coordination.
- Provide timely review comments and decisions.
- Provide financial data and assumptions required for Financial Management Plan development.
- Maintain responsibility for policy, procurement, legal, regulatory, and funding decisions reserved to the City.
- Provide or arrange workspace and system access for embedded/on-site staff if required by the negotiated staffing plan.

## Key Personnel and Staffing

The Program Management Team will be led by the personnel identified in Arcadis' proposal and interview, subject to continued availability and the final negotiated staffing plan. The anticipated core leadership structure includes a Principal-in-Charge, Program Manager, Deputy Program Manager, Senior Construction Manager, Program Management/Regulatory Advisor, Program Controls/Framework support, I&I Reduction technical leadership, and RJN program-continuity and data support.

Specialized technical resources will be utilized as appropriate to individual program needs. Arcadis may substitute personnel of comparable qualifications when necessary, subject to applicable contract requirements and City approval where required.

## Anticipated Management Cadence

| Meeting / Activity                  | Typical Frequency    | Purpose                                             |
|-------------------------------------|----------------------|-----------------------------------------------------|
| Program Management Coordination     | Weekly or biweekly   | Priorities, decisions, risks, actions, look-ahead   |
| Program Controls / Financial Review | Monthly              | Schedule, cost, forecast, risk, funding             |
| Executive Program Review            | Monthly or quarterly | Performance, major decisions, compliance status     |
| Board Support                       | Bimonthly            | Program updates, funding, decisions                 |
| Regulatory Coordination             | As required          | Compliance, deliverables, strategy                  |
| Project-Specific Meetings           | As required          | Design, procurement, construction, issue resolution |

## General Assumptions

- Arcadis will rely on information furnished by the City, its consultants, contractors, and other third parties unless verification is specifically included in an authorized task.
- The City will retain ownership of City data and existing systems. Access to third-party systems will be subject to applicable licenses and permissions.
- The City will provide timely access to applicable systems, records, schedules, budgets, contracts, funding information, invoices, estimates, project-status information, and responsible personnel.
- The City will provide or authorize the system seats, licenses, permissions, and read-only access identified in the RFQ. Arcadis' purchase of a user seat will be limited to the requirement and commercial terms agreed by the parties.

- Arcadis will not replace the detailed scheduling, cost-control, document-control, safety, quality, or contract-administration responsibilities assigned to design consultants, contractors, construction managers, or other project parties.
- The level of effort for project-specific services will depend on the number, complexity, and phase of projects assigned to Arcadis.
- Substantial changes in Consent Decree requirements, project inventory, staffing expectations, meeting frequency, or regulatory obligations may require adjustment to scope and compensation.
- Travel, field presence, and on-site staffing assumptions should be defined in the compensation exhibit and staffing plan.
- Arcadis will not direct contractor means, methods, sequences, techniques, or safety programs unless expressly authorized and legally appropriate.
- Nothing in this scope transfers to Arcadis duties reserved by law or contract to the City, design professionals of record, construction contractors, regulators, legal counsel, or financial advisors.

## Recommended Task Authorization and Compensation Structure

For clarity of administration and to prevent the base Program Management scope from absorbing undefined project-specific services, the parties should consider the following commercial structure:

| Service Category                   | Recommended Authorization                                                                                                         |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Core Program Management            | Annual not-to-exceed authorization                                                                                                |
| Initial Program Development        | Discrete not-to-exceed T&M authorization within overall year-one budget                                                           |
| Capital / Technical Optimization   | Annual allowance                                                                                                                  |
| Project Management / Owner's Agent | Annual T&M not-to-exceed authorization                                                                                            |
| Construction Inspection / CA       | Initial annual T&M not-to-exceed budget, reviewable upon levels of service requested by the City every 6 months                   |
| Optional / Specialized Services    | Separate amendment or task order with budget and payment terms agreed upon by both parties based on project specific requirements |

## Summary of Initial and Recurring Deliverables

| Deliverable                                  | Initial / Recurring | Target Timing                    | Notes                                                    |
|----------------------------------------------|---------------------|----------------------------------|----------------------------------------------------------|
| Program Launch / Existing Conditions Summary | Initial             | First 30 days                    | Shared understanding, risks, priorities, governance      |
| Initial Controls and KPI Framework           | Initial             | By Day 60                        | Schedule, risk, decisions, project status, reporting     |
| Draft Program Execution Plan                 | Initial             | By Day 90                        | Subject to timely City data and review                   |
| Shared Implementation Roadmap                | Initial             | By Day 90                        | Near-term actions, project strategy, compliance calendar |
| Financial Management Plan Framework          | Initial             | By Day 90                        | Detailed completion per Consent Decree schedule          |
| Program Management Report                    | Recurring           | Monthly                          | Status, decisions, risks, schedule, cost, actions        |
| Integrated Master Schedule                   | Recurring           | Monthly update                   | Program and project milestones                           |
| Compliance Obligations Matrix                | Recurring           | Monthly / as needed              | Regulatory dates, status, evidence                       |
| Annual Consent Decree Report                 | Recurring           | Annual                           | Draft/final based on City schedule                       |
| Financial Management Plan Update             | Recurring           | Annual                           | As required by modified Consent Decree                   |
| Dashboards / Executive Reporting             | Recurring           | Agreed cadence                   | Executive, delivery, collection system views             |
| CIP / Project Delivery Plan Update           | Recurring           | At least annually or as directed | Priorities, packaging, sequencing, funding               |

## Contract Integration

This Scope of Services is intended to be incorporated into the parties' professional services agreement together with the negotiated compensation, schedule, staffing plan, insurance provisions, and other contractual terms. In the event of a conflict between this Scope of Services and the executed professional services agreement, the order of precedence established in the executed agreement will govern.

Any material service not expressly included in this Scope of Services or in an approved task order will be considered additional service and will require written authorization before performance.

*Draft prepared for negotiation purposes. Final task numbering, terminology, staffing commitments, deliverable dates, and compensation structure should be coordinated with the City of Fort Smith and Arcadis legal/contracting requirements.*



## 2026 Rate Schedule

### Professional Services

Invoices for services provided by ARCADIS U.S., Inc. consist of: (1) hourly rate professional services fees; (2) material and equipment expenditures and usage; (3) subcontractor costs; (4) travel, shipping, and communications charges; and (5) sales or gross receipt taxes, as applicable. Hourly rate fees for ARCADIS U.S., Inc. professional services are indicated below:

|                                                                   |        |
|-------------------------------------------------------------------|--------|
| Scientist/Engineer/Technical Support                              | 128.00 |
| Staff Scientist/Engineer I/Staff Consultant/Analyst I             | 139.00 |
| Staff Scientist/Engineer II/Staff Consultant/Analyst II           | 160.00 |
| Project Scientist/Engineer I/ Project Consultant/Analyst I        | 203.00 |
| Project Scientist/Engineer II/Project Consultant/Analyst II       | 238.00 |
| Senior Scientist/Senior Engineer I/Senior Consultant/Analyst      | 245.00 |
| Senior Scientist/Senior Engineer II/Senior Consultant II          | 276.00 |
| Principal Scientist/Principal Engineer I/Principal Consultant I   | 287.00 |
| Principal Scientist/Principal Engineer II/Principal Consultant II | 298.00 |
| Director-Scientists/Engineers/Director-Consultants/Analysts       | 325.00 |

|                                                                   |        |
|-------------------------------------------------------------------|--------|
| Field Technician II/Design Tech I                                 | 85.00  |
| Field Technician III/Design Tech II                               | 99.00  |
| Field Technician IV/Drafter I                                     | 110.00 |
| Field Technician V/Drafter II                                     | 124.00 |
| Field Supervisor/CADD Designer I                                  | 133.00 |
| Sr. Field Supervisor/CADD Designer II                             | 145.00 |
| Resident/Field Engineer/Project Designer/Architect I              | 150.00 |
| Sr. Resident Engineer/Field Manager/Project Designer/Architect II | 179.00 |
| Project/Construction/Field Manager/Senior Designer/Architect I    | 188.00 |
| Sr. Project/Field Manager/Senior Designer/Architect II            | 199.00 |
| Project/Field Manager/Principal - Designer/Architect              | 237.00 |
| Project/Field Director/Director- Designer/Architect               | 298.00 |

|                      |        |
|----------------------|--------|
| Doc Tech I           | 74.00  |
| Doc Tech II          | 87.00  |
| Project Assistant I  | 91.00  |
| Project Assistant II | 124.00 |
| Project Controller   | 252.00 |
| Business Manager     | 295.00 |

## Exhibit C – Fee Schedule

### Estimated Year-1 Fee Breakdown

#### Task 1 - Program Management and Administration

Estimated Fee - \$100,000

#### Task 2 - Program Launch, Transition, and Initial Program Assessment

Estimated Fee - \$320,000

#### Task 3 - Program Execution Plan

Estimated Fee - \$74,000

#### Task 4 - Consent Decree Compliance Management and Regulatory Support

Estimated Fee - \$82,000

#### Task 5 - Program Controls

Estimated Fee - \$95,000

#### Task 6 - Annual Consent Decree Reporting

Estimated Fee - \$91,000

#### Task 7 - Project Delivery Plan and Capital Improvement Program Optimization

Estimated Fee - \$127,000

#### Task 8 - I&I Reduction, Modeling, and Effectiveness Evaluation

Estimated Fee - \$289,000

#### Task 9 - Financial Management Plan and Funding Support

Estimated Fee - \$60,000

#### Task 10 - Program Information Management, Dashboards, and Reporting

Estimated Fee - \$116,000

#### Task 11 - Project Management and Owner's Agent Services

Estimated Fee - \$130,000

## Exhibit C – Fee Schedule

### Task 12 - Design-Phase Management

Estimated Fee - \$175,000

### Task 13 - Construction Management / Construction Administration Support

Estimated Fee - \$586,000

### Task 14 – Outreach Services

Estimated Fee - \$106,000

### Task 15 - CMOM and Long-Term Asset Management Integration

Estimated Fee - \$66,000

### Task 16 - Program Performance Measurement and Continuous Improvement

Estimated Fee - \$57,000

### Additional / Optional Services

Services excluded from the base Program Management scope unless specifically authorized by the City through an amendment, task order, or other written authorization:

**Recommended Discretionary Budget - \$246,000 (Engineering Utilities Note: Changes to the Scope of the project will be presented to the Board of Directors for consideration as an amendment.)**

### Fee Schedule

Services will be provided and invoiced by CONSULTANT based on the time incurred at the labor rates defined in Exhibit B to this Fee Schedule, plus the reimbursement of travel costs, materials expense, and other direct costs as required to perform the Scope of Service as described in Exhibit A. Non-direct labor costs shall be invoiced per the terms described in Exhibit B. The total estimated fee indicated below shall be a not-to-exceed project cost for a period of 12 months. Any increase in the budget shall be brought before the City Board for consideration and approval. The fee breakdown shown above is an estimate. Cost overrun in any task may be covered by cost underrun in a separate task. A discretionary budget has been recommended for issue by the office of the City Engineer at their discretion for additional services as described in Exhibit A. Any remaining single year budget will be considered when negotiating estimated fee for follow-on years and shall be presented to the City Board for consideration and approval.

**Total Estimated Year One Time and Materials Not to Exceed Fee: \$2,474,000.00**

**Total Recommended Discretionary Budget to be used by City Authorization: \$246,000**



## MEMORANDUM

**TO:** Jeff Dingman, City Administrator  
**FROM:** Eric Garvin, Director, Human Resources  
**DATE:** September 16, 2026  
**SUBJECT:** Review of the 2025 Compensation and Classification Study

### **SUMMARY**

A goal of the Board of Directors and City Administration is to provide competitive wages and benefits to employees. The September 22 study session includes two discussion items related to development of the FY2027 annual budget.

First, as specifically requested by the Board, is a discussion regarding salary studies for Fort Smith Police and Fire personnel and the associated challenges when compared to other agencies in the state. Fire and Police leadership emphasize problems with recruiting and retaining experienced personnel, and the new proposed pay scales for these departments amount to about ~4.5% increase overall for police and about ~6.5% increase overall for fire personnel.

Second is a review of salary study information for non-uniformed personnel. The City of Fort Smith engaged JER HR Group to complete a compensation and classification study in 2025. They worked with the City to review our existing salary range structures and compared them to public and private market business sectors in Arkansas.

Johanson Group, who has worked with the City since 1995, became part of JER HR Group in 2022. JER HR Group is a leading human resources consulting firm with offices in several states including Arkansas.

At the September 22, 2026 Board of Directors' study session, Mr. Robert Culpepper, Senior Compensation Consultant with JER HR Group, will present his findings and recommendations to the Board as Human Resources and City Administration seeks direction from the Board on 2027 compensation structures. The proposed pay increases for eligible employees amounts to 2 to 4% increases depending on their location in the proposed pay structure.

The pay increase levels in this memo have been incorporated into the working draft of the budget numbers, which will be operationally balanced when presented to the Board. Please contact me with questions regarding this agenda item.