



MAYOR
George B McGill

**ACTING CITY
ADMINISTRATOR**
Jeff Dingman

CITY CLERK
Sherri Gard

BOARD OF DIRECTORS

Ward 1 - Jarred Rego
Ward 2 - Andre' Good
Ward 3 - Lee Kemp
Ward 4 - George Catsavis
At-Large Position 5 - Christina Catsavis
At-Large Position 6 - Kevin Settle
At-Large Position 7 - Neal Martin

AGENDA

Fort Smith Board of Directors REGULAR MEETING July 22, 2025 ~ 6:00 p.m. Blue Lion 101 North 2nd Street Fort Smith, Arkansas

***THIS MEETING IS BEING TELECAST LIVE ON THE
CITY OF FORT SMITH GOVERNMENT ACCESS CHANNEL (COX CHANNEL 214)
AND ONLINE AT THE FOLLOWING LINK:***

https://fortsmithar.granicus.com/ViewPublisher.php?view_id=1

INVOCATION & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION BY MEMBERS OF THE BOARD OF DIRECTORS OF ANY ITEMS OF BUSINESS NOT ALREADY ON THE AGENDA FOR THIS MEETING

APPROVE MINUTES OF THE JULY 8, 2025 REGULAR MEETING AND JULY 15, 2025 SPECIAL MEETING

ITEMS OF BUSINESS

1. Resolution authorizing the offering of Sales and Use Tax Bonds to finance sewer improvements; and prescribing other matters relating thereto (*City Administrator*) ♦ ●
2. Resolution authorizing the submittal of the City of Fort Smith Energy & Environment Innovation Comprehensive Action Plan to the Arkansas Department of Energy & Environment in accordance with Memorandum of Agreement No. CPRG-CFS-002 ~ *Kemp/Good placed on agenda at the June 10, 2025 study session ~ (Citizen & City Services)*
3. Ordinance establishing pay rates and related procedures for City engineers (*Human Resources*)

4. Resolution authorizing engineering services agreements for the design of projects in the 2025 Streets, Bridges and Associated Drainage Sales Tax Program (\$1,228,710.00 / Budgeted / Engineering – Sales Tax Program) (Engineering) ♦ ●
5. Resolution authorizing acquisition of permanent sewer utility easements and temporary construction easement for Consent Decree line repair projects (\$1,500.00 / Budgeted / Water Utilities – 5/8% Sales and Use Tax) (Water Utilities) ♦ ●
6. Consent Agenda
 - A. Resolution formally adopting Grant Policies and Procedures for the City of Fort Smith ~ *Settle/C. Catsavis placed on future agenda at the June 10, 2025 study session ~ (City Administrator)*
 - B. Resolution authorizing the City Administrator to submit an application to the Arkansas Community Assistance Grant Program through the Arkansas Economic Development Commission (City Administrator) ♦
 - C. Resolution authorizing the City Administrator and City Attorney to conclude litigation styled as Asentha Saul v. City of Fort Smith and approving settlement agreement (Human Resources)
 - D. Resolution approving and authorizing the Mayor to execute an agreement to initiate with the U.S. Department of Agriculture Forest Service (Water Utilities)
 - E. Resolution authorizing the Mayor to execute a project development agreement with AMERESCO, Incorporated to perform an investment grade audit on water meters, Project No. 25-03-ES1 (\$125,000.00 / Budgeted / Water Utilities – 6505 Capital Improvement Fund) (Water Utilities) ♦
 - F. Resolution accepting the bid of and authorizing the Mayor to execute a contract with Goodwin and Goodwin, Incorporated for the Interstate 540 and Highway 255 Utility Relocation, Project 23-10-C1 (\$370,325.75 / Budgeted / Water Utilities – 2018 Revenue Bonds) (Water Utilities)

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

- Appointments:
 - Historic District Commission (1)
 - Port Authority (1)
 - Property Owners Appeal Board (1)
- Interview candidate for Director of Internal Audit ~ *Placed on agenda by concurrence of Directors Lee Kemp, Jarred Rego, Andre' Good, and Neal Martin on July 16, 2025 ~*

ADJOURN



MEMORANDUM



TO: Honorable Mayor & Members of the Board of Directors
CC: Andy Richards, Chief Financial Officer
FROM: Jeff Dingman, Acting City Administrator
DATE: July 16, 2025
SUBJECT: Resolution authorizing issuance of Sales and Use Tax Bonds

SUMMARY

At the May 13 special election, Fort Smith voters approved the issuance of up to \$385 million in sales and use tax bonds to finance the cost of improvements to the city's sewer system, including Consent Decree-related capital projects while also approving the reallocation of local sales taxes to finance the bonds.

Presented for the Board's consideration at the July 22 regular meeting is a resolution drafted by bond counsel (Friday, Eldredge & Clark) authorizing the offering of the first series of sales and use tax bonds up to \$100 million to finance sewer improvements. Water Utilities has a number of projects from the adopted Consent Decree CIP that are on schedule to bid and be ready for contract award at approximately the same time that the bond funds are delivered. Also attached is the draft financing schedule for this series of bonds indicating a bond closing date of October 23, 2025 (the actual closing date is subject to change depending on market conditions in late October). PFM Financial Advisors, LLC, the city's financial advisor, conducted an RFP process for underwriting services for this bond series. Upon receipt of proposals and review with staff and bond counsel, PFM advised selecting Stephens, Inc. as the lead underwriter while also approving Crews & Associates, Inc. and Raymond James & Associates, Inc. to participate on the underwriting team. This is also reflected in the resolution.

The next step in the process will begin immediately upon adoption of the resolution with distribution of a draft Preliminary Official Statement for staff and financial advisor review. We will submit it for bond rating and bring an authorizing ordinance to the Board of Directors to issue the bonds at the September 16 regular meeting in advance of the anticipated bond closing on October 23.

Representatives from PFM and from Friday, Eldredge & Clark will be in attendance at the meeting to answer any questions from the Board regarding this process.

This agenda item aligns with the goals of the Future Fort Smith comprehensive plan TI-5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs).

Please contact me or Andy Richards if you have questions on this agenda item.

ATTACHMENTS

1. [7-22-25 Item ID 1986 Resolution.pdf](#)
2. [7-22-25 Item ID 1986 SUT Bonds Series 2025 Financing Schedule 06182025 V2.pdf](#)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE OFFERING OF SALES
AND USE TAX BONDS TO FINANCE SEWER
IMPROVEMENTS; AND PRESCRIBING OTHER MATTERS
RELATING THERETO.

WHEREAS, at the special election held May 13, 2025 in the City of Fort Smith, Arkansas (the "City"), a majority of the electors voting on the question approved the issuance of bonds in the maximum aggregate principal amount of \$385,000,000 (the "bonds") to finance costs of betterments and improvements to the City's sewer system including particularly, without limitation, consent decree sewer improvements (the "Sewer Improvements"); and

WHEREAS, at the same special election, a majority of the voters voting on the questions approved the pledge of 37.5% of collections received by the City of a 1% local sales and use tax within the City levied by the City under Ordinance No. 72-85 of the City adopted August 13, 1985, as amended (the "1985 Tax"), and the pledge of 83.3% of collections received by the City of a 0.75% local sales and use tax within the City levied by the City under Ordinance No. 20-22 of the City adopted February 22, 2022, as amended (the "2022 Tax") to the payment of the bonds (the "Pledged Tax Collections"); and

WHEREAS, a majority of the voters voting on the questions also approved the levy of the 1985 Tax and the 2022 Tax until December 31, 2059; and

WHEREAS, the Board of Directors of the City has determined that the City should issue the bonds in series and that the City should proceed with the issuance of the first series of bonds (the "Series 2025 Bonds") in order to provide approximately \$100,000,000 of funding for the Sewer Improvements; and

WHEREAS, the Series 2025 Bonds will be secured by a pledge of the Pledged Tax Collections and shall mature over an approximate period of 30 years; and

WHEREAS, pursuant to A.C.A. §14-164-315, the City has determined to sell the Series 2025 Bonds on a negotiated basis to Stephens Inc. as senior book running manager and as representative of itself and Crews & Associates, Inc and Raymond James & Associates, Inc. (the "Underwriters");

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas:

Section 1. That the offering of the Series 2025 Bonds by the Underwriters as set forth herein is hereby authorized.

Section 2. The officials of the City are authorized to cooperate with the Underwriters, PFM Financial Advisors LLC, as Municipal Advisor, and Friday, Eldredge & Clark,

LLP, as Bond Counsel, in the preparation of a preliminary official statement and bond ordinance and are further authorized to execute such writings and take such actions as may be appropriate to the offering of the Series 2025 Bonds.

Section 3. As the issuance of the Series 2025 Bonds is, under Arkansas law, subject to the approval of the Board of Directors, by ordinance, any sale of the Series 2025 Bonds will be subject to the approval of the Board of Directors.

This Resolution passed this _____ day of _____, 2025.

APPROVED:

ATTEST:

By: _____
Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Fort Smith, Arkansas (the "City"), hereby certifies that the foregoing is a true and compared copy of a resolution passed at a regular session of the Board of Directors of the City, held at the regular meeting place of the Board at 6:00 o'clock p.m. on the _____ day of _____, 2025.

City Clerk

(SEAL)

Draft Financing Schedule as of 6/18/2025

City of Fort Smith, Arkansas

Sales and Use Tax Bonds, Series 2025



Date	Event	Responsibility
6/10/2025	Distribute UW RFP	PFM
6/18/2025	Distribute Draft financing schedule	PFM
6/18/2025	FY 24 Audit Finalized (<i>Need to confirm</i>)	
6/19/2025	Holiday	
6/25/2025	Distribute Draft Intent Resolution	FRI
6/27/2025	UW RFP Responses due	PFM
6/30/2025	Submit Comments on Draft Intent Resolution	ALL
7/2/2025	UW Proposal Summary Matrix Distributed	PFM
7/3/2025	Call to informally select UW at 10 AM	ALL
7/4/2025	Holiday	
7/7/2025	Distribute Final Intent Resolution	FRI
7/15/2025	Intent Resolution - Board of Directors Study Session meeting	City
7/22/2025	Adoption of the Intent Resolution - Board of Directors	CITY
7/23/2025	Distribute First Draft of POS	FRI
7/23/2025	Kick-off call or meeting with UW	ALL
7/28/2025	Distribute Draft Rating PPT	PFM
7/29/2025	Submit Comments on First Draft of POS	ALL
8/4/2025	Distribute 2nd Draft of POS	FRI
8/4/2025	Submit Comments on Draft Rating PPT	ALL
8/8/2025	Distribute Draft 2 of Rating PPT	PFM
8/11/2025	Submit Comments on 2nd Draft of POS	ALL
8/13/2025	Submit Comments on Draft 2 Rating PPT	ALL
8/15/2025	Distribute 3rd Draft of POS (Rating Version)	FRI
8/18/2025	Send Documents to Rating Agency	PFM
8/18/2025	Distribute Final Rating PPT	PFM
Week of Aug. 25 or Sept. 1	Rating Call / PPT (virtual)	City/PFM
9/1/2025	Holiday	
Week of Sept. 1	Due Diligence Discussion	ALL
9/5/2025	Receive Rating - <i>Approximate</i>	CITY
9/8/2025	Finalize and Post POS	UW/FRI
9/16/2025	Pricing - to be discussed with UW Syndicate	ALL
9/16/2025	Execute BPA/Board of Directors Meeting - Authorizing Ordinance	CITY/UW
9/18/2025	Distribute Draft of OS	FRI
9/19/2025	Submit Comments on Draft of the OS	ALL
9/21/2025	Publication of Authorizing Ordinance	FRI
9/23/2025	Print Final OS	FRI
10/22/2025	Pre-closing	ALL
10/23/2025	Closing	ALL

June				
Mo	Tu	We	Th	Fr
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

July				
Mo	Tu	We	Th	Fr
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7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

August				
Mo	Tu	We	Th	Fr
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4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

September				
Mo	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October				
Mo	Tu	We	Th	Fr
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Joshua D. Robertson, Director of Citizen & City Services
DATE: July 15, 2025
SUBJECT: Energy and Environment Innovation Comprehensive Action Plan

SUMMARY

As part of the Climate Pollution Reduction Grant (CPRG) Program, the City of Fort Smith entered into a Memorandum of Agreement (MOA) with the Arkansas Department of Energy and Environment, Division of Environmental Quality (DEQ) on September 2023. This MOA, ratified by the Board of Directors on November 19, 2024, established Fort Smith's role in developing key deliverables required under the CPRG, including a Priority Action Plan, Comprehensive Action Plan (CAP), and subsequent status reports.

The CAP is a region-specific planning document designed to identify actionable greenhouse gas reduction strategies, assess workforce and implementation barriers, and recommend project or program measures for federal and state funding alignment. It also supports the City's long-term vision for energy efficiency, transportation choice, community enhancements and public-private innovation partnerships.

Originally due February 28, 2025, the CAP deadline was extended to August 1, 2025, per DEQ's addendum dated October 24, 2024. This extension provided the City additional time to finalize project modeling, conduct public engagement, and integrate funding strategies to support implementation.

The resolution is for the Board of Directors to approve the submittal of the provided plan draft.

ATTACHMENTS

1. [Resolution_-_EEI_CAP.pdf](#)
2. [EEI_CAP.pdf](#)
3. [CPRG MEMORANDUM OF AGREEMENT_City of Fort Smith_Final_Updated_signed.pdf](#)
4. [CPRG MOA Addendum Comprehensive Supplemental.pdf](#)

**A RESOLUTION AUTHORIZING THE SUBMITTAL OF THE CITY OF FORT
SMITH ENERGY & ENVIRONMENT INNOVATION COMPREHENSIVE
ACTION PLAN TO THE ARKANSAS DEPARTMENT OF ENERGY &
ENVIRONMENT IN ACCORDANCE WITH MEMORANDUM OF AGREEMENT
#CPRG-CFS-002**

WHEREAS, the City of Fort Smith entered into Memorandum of Agreement #CPRG-CFS-002 (MOA) with the Arkansas Department of Energy & Environment, Division of Environmental Quality (DEQ) in September 2023, for the purposes of participating in the U.S. Environmental Protection Agency's Climate Pollution Reduction Grant (CPRG) Program; and

WHEREAS, the Board of Directors approved the City's participation in the CPRG Program and MOA on November 19, 2024; and

WHEREAS, the MOA requires the City to develop and submit a Comprehensive Action Plan (CAP) identifying region-specific greenhouse gas (GHG) reduction strategies, workforce needs, implementation barriers, and funding opportunities; and

WHEREAS, DEQ approved an amended CAP deadline of August 1, 2025, as reflected in the addendum dated October 24, 2024; and

WHEREAS, City staff have conducted planning, stakeholder outreach, and technical analysis to prepare the Fort Smith Energy & Environment Innovation Comprehensive Action Plan in accordance with MOA requirements and CPRG guidance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

The City Administrator, or his designee, is hereby authorized to submit the Fort Smith Energy & Environment Innovation Comprehensive Action Plan to the Arkansas Department of Energy & Environment, Division of Environmental Quality, in accordance with MOA #CPRG-CFS-002 and the amended deadline of August 1, 2025.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2025.

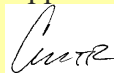
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



npr



Energy & Environment Innovation Comprehensive Action Plan (CAP)

July 2025

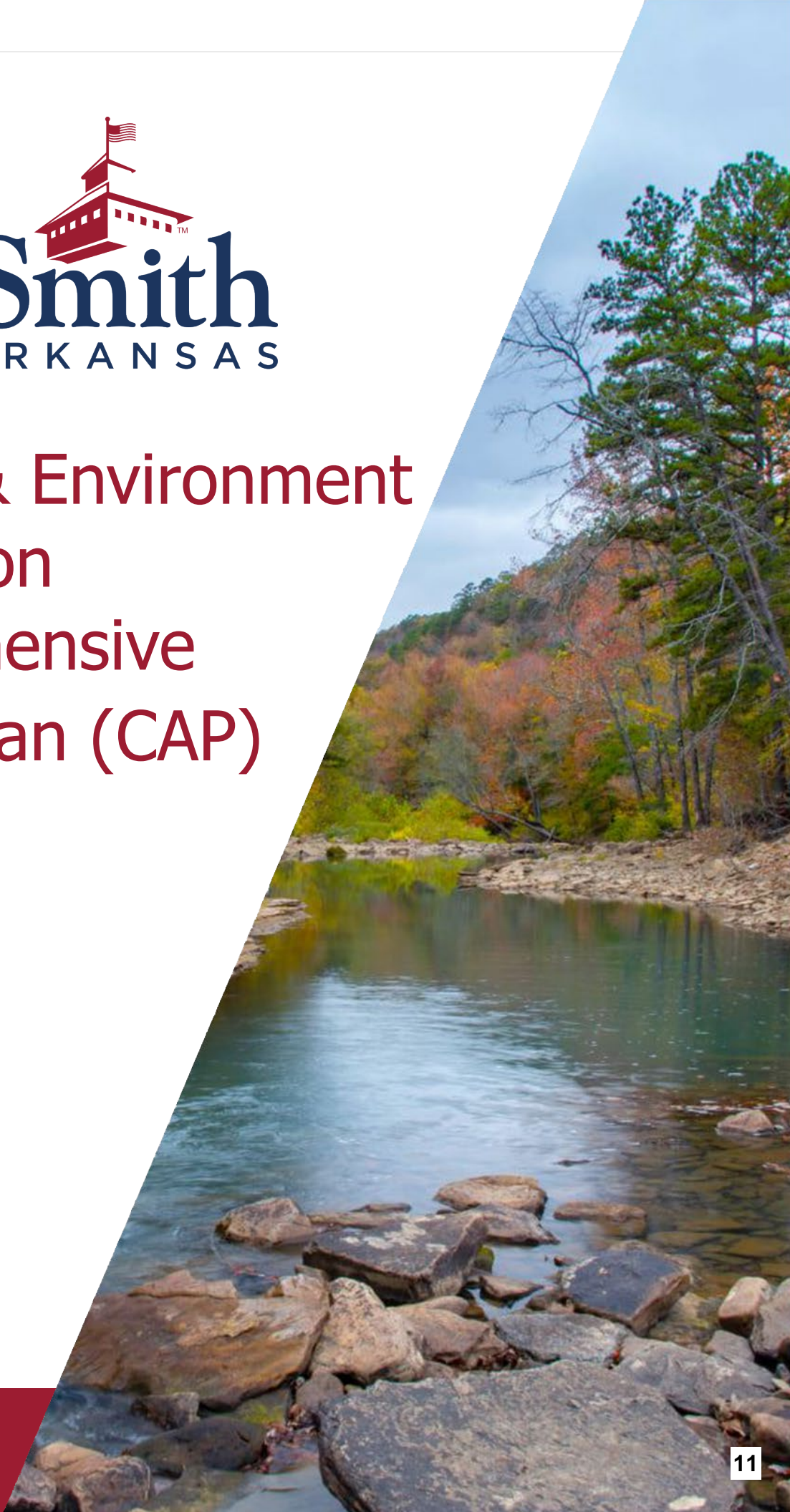




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1. OBJECTIVE

The City of Fort Smith, Arkansas, is confronting a range of interconnected environmental and infrastructure challenges that directly affect the city's health, economy, and quality of life. Aging water and sewer systems, recurring flooding, stormwater infrastructure challenges, hazardous waste concerns, and neighborhood blight all require a coordinated, city-specific response. These issues are further complicated by limited municipal funding, which constrains the city's ability to maintain existing infrastructure and invest in long-term solutions for Transportation and Mobility, Stormwater and Flood Resilience, Waste Management and a Circular Economy and Outdoor Recreation and Natural Resources Protection.

Without a comprehensive, city-focused strategy, the City of Fort Smith risks continued environmental degradation, economic stagnation, and disparities in opportunity. The **Fort Smith Energy and Environment Innovation Comprehensive Action Plan (CAP)** provides a voluntary, locally tailored framework to guide the city's transition toward a more economically viable and resilient future. This CAP serves as a forward-thinking road map for energy and environmental leadership in the region. Through careful analysis and prioritization, it provides a clear path forward for all residents of the City of Fort Smith and the surrounding area.

This plan outlines optional strategies that reflect the City of Fort Smith's unique challenges and opportunities. It aims to achieve the following:

- Create high-quality, future-ready jobs
- Stimulate economic growth
- Improve public health and environmental quality
- Enhance the City of Fort Smith's competitiveness for state and federal funding

By aligning local efforts and leveraging community strengths, the CAP empowers the City of Fort Smith to lead in ecological resilience, environmental stewardship, and community-driven development – on its own terms.

The Fort Smith Energy and Environment Innovation (EEI) Comprehensive Action Plan (CAP) outlines strategic action measures across key sectors to drive greenhouse gas (GHG) emissions reductions and foster economic growth in the Fort Smith region. Successful implementation of this plan will depend on the collective commitment of government entities, businesses, community organizations, and individuals. By prioritizing community engagement and cross-sector collaboration, the CAP promotes a unified and holistic approach to reducing GHG emissions. Ongoing monitoring and adaptive management will assure the plan remains responsive to changing conditions and continues to deliver meaningful outcomes.

RECOMMENDATIONS

To assure successful, fiscally responsible implementation of the strategies outlined in this plan, the following recommendations are proposed:

Transportation and Mobility

The City of Fort Smith's current reliance on single-occupancy vehicles contributes to congestion, air pollution, and greenhouse gas (GHG) emissions, while limiting mobility for residents who do not have access to a vehicle. To address these challenges and support economic growth without overburdening city resources, the CAP recommends the following:

- **Incremental investments** in multimodal infrastructure (e.g., sidewalks, bike lanes, transit shelters) to improve access, reduce emissions, and support local businesses.



- **Pilot programs and public-private partnerships** to test low-cost, scalable mobility solutions.
- **Pursuit of state and federal transportation grants** to fund improvements without drawing from the city's general fund.

Stormwater and Flood Resilience

Urban development has increased impervious surfaces, leading to more frequent and severe flooding that threatens public safety and infrastructure. To reduce long-term costs and improve resilience, the CAP recommends the following:

- **Green infrastructure solutions** (e.g., rain gardens, bioswales, permeable pavements) that are cost effective, low maintenance, and provide multiple environmental benefits.
- **Stormwater reuse systems** to reduce demand on potable water infrastructure and improve water efficiency.
- **Asset management tools** to prioritize upgrades based on risk, life cycle costs, and vulnerability to extreme weather.

Waste Management and Circular Economy

With landfill capacity nearing its limit and low diversion rates, the City of Fort Smith must modernize its waste system. The CAP proposes the following:

- **Community-led waste reduction initiatives** that minimize city expenditures while increasing public engagement.
- **Public-private partnerships** to expand recycling, composting, and organic waste diversion infrastructure.
- **Grant funding and technical assistance** to pilot circular economy programs that create local jobs and reduce resource consumption.

Outdoor Recreation and Natural Resources Protection

Fort Smith's natural areas are vital for recreation, tourism, and ecological resilience but face pressure from development and overuse. To protect these assets while minimizing maintenance costs, the CAP supports the following:

- **Conservation easements and land trusts** to preserve open space without requiring city ownership.
- **Volunteer stewardship programs** to maintain trails and green spaces.
- **Low-impact design standards** for new development near natural areas to reduce environmental degradation.

Other Strategic Actions

To assure the CAP's success and maximize community benefits, the following strategic actions are recommended:

- **Encourage regional collaboration** to align efforts across jurisdictions, share resources, and amplify impact through partnerships and stakeholder engagement.
- **Prioritize positive social impact** by assuring all communities benefit from initiatives undertaken.
- **Embrace adaptive management** by monitoring progress, evaluating effectiveness, and adjusting strategies to respond to emerging challenges and opportunities.
- **Implement and monitor key projects** by identifying priority actions, establishing tracking systems, and evaluating outcomes to assure transparency and accountability.
- **Update the GHG emissions inventory** regularly to track progress and inform future planning.

- **Conduct a carbon sequestration inventory** to quantify the annual carbon capture potential of natural areas and integrate nature-based solutions into emissions reduction strategies.
- **Conduct a carbon storage study** to establish a baseline for carbon stored in Fort Smith's natural areas and monitor changes as a result of land use, supporting long-term emission reduction goals.

2. BACKGROUND & INTRODUCTION

This Energy and Environment Innovation (EEI) Comprehensive Action Plan (CAP) was collaboratively crafted by the Fort Smith city administration, with instrumental support from the Western Arkansas Planning & Development District (WAPDD). Valuable input from citizens, local business owners, and non-profit organizations further enriched the planning process.

In September 2023, the City of Fort Smith formalized a Memorandum of Agreement (MOA) with the Arkansas Department of Energy and Environment, Division of Environmental Quality (DEQ), for regional Climate Pollution Reduction Grant (CPRG) planning. The designated Fort Smith Metropolitan Statistical Area (MSA) encompasses five counties, including three in Arkansas and two in Oklahoma, with the City of Fort Smith anchoring this vital region. Boasting a population exceeding 300,000 citizens, this area includes key cities like Van Buren, Ozark, Poteau, and Sallisaw, which are all strategically positioned under the umbrella of the City of Fort Smith in the western part of Arkansas. Since then, the U.S. Bureau of Labor Statistics (BLS) has removed LeFlore County in Oklahoma from the MSA, which technically reduces the region's workforce size by almost 17%. Worker commutes, as measured by the U.S. Census Bureau in the 2020 census, resulted in the change.

GROWTH

The City of Fort Smith has garnered prestigious recognition as the location chosen by the Department of the U.S. Air Force for the Foreign Military Sales Pilot Training Center at Ebbing Air National Guard Base, marking a significant milestone in the city's trajectory. The establishment of this center solidifies Fort Smith's role as an international hub for aviation excellence, with Singapore maintaining a permanent mission for F-16 and F-35 training at the base. Notably, Poland, Finland, and Switzerland will also partake in F-35 training at Ebbing Air National Guard Base, establishing the City of Fort Smith as a global center for military aviation instruction.

This strategic initiative is not merely a short-term undertaking; it represents a generational project with far-reaching implications for the City of Fort Smith's growth and prosperity. The anticipated influx of up to 1,500 military staff members and their families from diverse countries is poised to create a vibrant and diverse community within the City of Fort Smith. This population growth is not only a testament to the city's appeal, but also an opportunity for cultural exchange and community enrichment.

Economically, this initiative is a game-changer, injecting close to \$1 billion in economic activity into the City of Fort Smith and the broader River Valley region. The positive ripple effects are multifaceted, encompassing increased job opportunities, a stimulated local economy, and heightened community vibrancy. The City of Fort Smith's designation as a hub for international military training not only underscores its strategic significance, but also positions the city for sustained economic and demographic growth. In essence, this undertaking is not just about aviation training; it symbolizes the City of Fort Smith's ascent as a global player with enduring positive impacts on its population, economy, and community fabric. Along with the extension of Interstate 49, the Fort Smith MSA is on course to grow substantially in the coming years; therefore, sustainable solutions and resiliency priorities have increased.





3. STAKEHOLDER AND PUBLIC ENGAGEMENT

As part of this process the City of Fort Smith fostered community involvement by hosting two public meetings dedicated to engaging citizens in discussions about priorities for new measures. Recognizing the importance of community input, these public forums served as a platform for open dialogue, allowing residents to share their perspectives, insights, and suggestions on the crucial topics of energy and environmental quality.

The public meetings were held at Creekmore Community Center from 5:00pm-7:00pm on May 21st and May 28th, 2025. Joshua Robertson, Director of Citizen & City Services presented an overview of the CPRG grant process, what has been completed to date as part of the process and what will be completed in the next phase of the process. Some recommendations for potential measures were presented. Following the initial public meeting, a public survey was released on the City of Fort Smith's website. 363 citizens participated and provided feedback in the online survey. An overview of the survey results were presented to the Board of Directors at the Study Session held on June 10th, 2025 and a summary of those results are described below.

SURVEY RESULTS

Key Support

Energy:

- Work to lower energy usage of public buildings for new construction and retrofits

Land, Resource & Transportation:

- Support curbside recycling program.
- Use local plants in public spaces.
- Invest in parks that reduce flooding.
- Use technology to improve traffic flow.
- Plant more trees and preserve natural areas.

Workforce Development:

- Share data about performance and resources for energy usage, tree planting and recycling

Key Opposition

- Invest in addressing old infrastructure, for example water/sewer/sidewalks
- Overwhelming concern about unresolved sewer, drainage, flooding, and water leaks.
Many feel these must be addressed before "green" initiatives
- Be good stewards of City resources/tax dollars
- Advocacy for more help for unhoused individuals and revitalization of dilapidated areas
- Public support for energy education programs and job opportunities for youth
- Requests for tree planting and shade infrastructure to mitigate heat



4. OVERVIEW OF GREENHOUSE GAS EMISSIONS IN THE CITY OF FORT SMITH MSA

Greenhouse gas (GHG) emissions include carbon dioxide (CO₂), nitrous oxide (NO₂), methane (CH₄), and fluorinated gases (F-gases). GHG emissions data is often collected and reported at various administrative levels, including national, regional, and sometimes state or local levels. The Fort Smith MSA includes Crawford, Franklin, and Sebastian counties in Arkansas and Sequoyah County in Oklahoma.

GHG emissions vary across these counties as a result of differences in industrial activity, energy production, transportation infrastructure, and population density. For example, Sebastian County, which includes the City of Fort Smith, typically reports higher emissions because of its concentration of industrial facilities and urban infrastructure. In contrast, Franklin (Arkansas) and Sequoyah (Oklahoma) counties, which are more rural, tend to have lower emissions profiles. Crawford County, Arkansas, exhibits a unique emissions profile that falls between the higher levels observed in Sebastian County and the lower levels seen in Franklin and Sequoyah counties. This pattern reflects Crawford's distinctive blend of industrial operations and agricultural land use. Though there are inevitable uncertainties as a result of the estimation process, this regional inventory has been reinforced and compared with data from multiple reliable sources.

2020 GHG Emissions in Fort Smith MSA

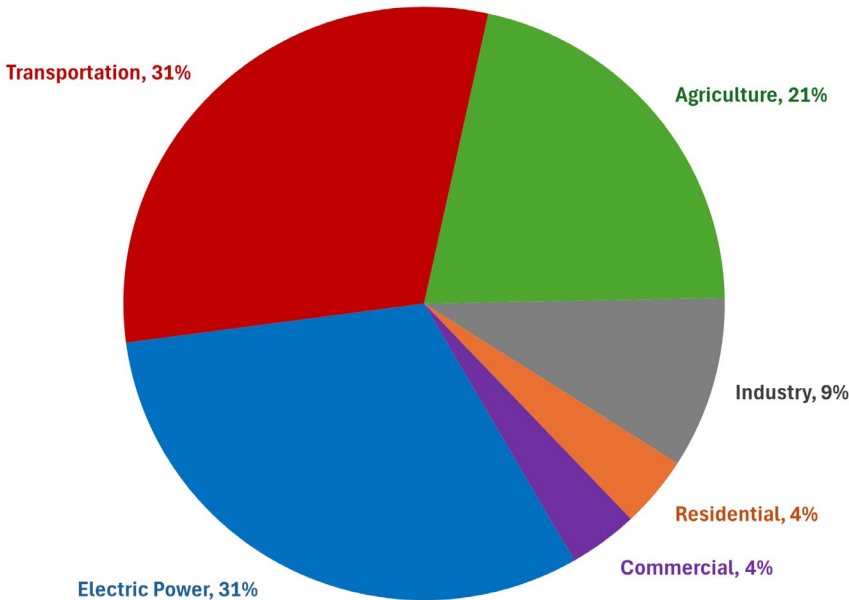


Figure 1: Percentage of Greenhouse Gas Emissions in Fort Smith MSA

The GHG emissions inventory for the Fort Smith MSA approximated a total of 5,570,273 metric tons of carbon dioxide equivalent (CO₂e) for the year 2020. CO₂e is a standardized unit used to compare the emissions of various GHGs based on their global warming potential (GWP). The statistic expresses the impact of each gas in terms of the amount of CO₂ that would have the same warming effect over a specific time period, typically 100 years (USEPA 2025). While some datasets provided emissions data directly in CO₂e terms, other datasets needed to be converted to reflect their GWP based on the latest guidelines from the Intergovernmental Panel on Climate Change (IPCC; 2021) Sixth Assessment Report. This method of data gathering allows for a single, comparable metric across different types of emissions.

This total amount was broken up into the following sectors: electric power, transportation, agriculture, industry, residential, and commercial. The percentages of emissions by sector are shown in **Figure 1**. The electric power, transportation, and agriculture sectors are the largest sources of GHG emissions in the



MSA, accounting for approximately 83 percent, or 4,625,017 metric tons of the region's total GHG emissions.

DATA SOURCES AND METHODOLOGY

Data sources used for the Fort Smith MSA GHG inventory include the Environmental Protection Agency (EPA) National Emissions Inventory (NEI), the EPA Emissions and Generation Resource Integrated Database (eGRID) Data Explorer, the U.S. Department of Energy (DOE) National Renewable Energy Laboratory (NREL) State and Local Planning for Energy (SLOPE) Platform, and the U.S. Geological Survey (USGS) National Land Cover Database (NLCD). Approximations were also based on the comparisons of Arkansas' and Oklahoma's statewide data from the EPA's GHG Inventory Data Explorer.

GHG emissions datasets from the years 1990 through 2022 were used in data collection, but the year 2020 was prioritized. The data from 2020 stands out as the most recent, readily available, and relevant among recent years, which is why it was chosen to represent the Fort Smith MSA GHG inventory baseline year.



5. GREENHOUSE GAS REDUCTION MEASURES

Reducing emissions from municipal operations is essential for the City of Fort Smith to meet its commitments under state and federal GHG reduction targets. Though some emissions will be difficult to eliminate in the near term, the city is advancing proactive strategies that lay the groundwork for meaningful, long-term outcomes. These efforts are designed to identify existing projects and position the City of Fort Smith for future grant-funded opportunities.

This plan presents a comprehensive suite of GHG reduction and sequestration strategies, customized by sector. Emissions in the City of Fort Smith stem from a variety of sources – municipal energy use, transportation, waste management, and land use – and this initiative prioritizes a multipronged, sector-specific approach to address these areas with precision and purpose.

By tailoring interventions to the unique conditions of each sector, the City of Fort Smith can maximize emissions reductions, enhance operational efficiency, and improve environmental quality. This strategy assures a holistic approach that aligns with the region's 2050 GHG emission goals while advancing technological innovation, economic opportunity, and local resilience.

5.1 Electric Power Sector

In 2020, the electric power sector in the Fort Smith MSA was responsible for approximately 31 percent (1,739,377 metric tons) of the region's GHG emissions, primarily from electricity production used by other end-use sectors. Reducing GHG emissions in the electric power sector could be achieved through implementation of the following measure:

Measure 1: Develop and implement energy efficiency and innovation programs that reduce GHG emissions associated with energy generation and usage in the City of Fort Smith.

Examples of projects that would support this measure could include, but are not limited to the following:

- **Priority Measure** - Developing programs that remediate brownfields for conversion into infrastructure that supports renewable energy and/or that provides workforce development for renewable energy installers or maintenance professionals.
- Continuing to expand constructing/installing renewable energy and energy storage systems to reduce the cost of power for city operations.
- Developing programs that support repairs and improvements to Clyde T. Ellis Hydroelectric Generating Station that improve energy generation and efficiency.
- Supporting and incentivizing the development of renewable energy generation and storage, with priority given to low income/disadvantaged communities.
- Supporting programs that provide smart-grid and/or behind-the-meter technologies.
- Identifying opportunities to reduce capacity demand for water treatment facilities by reducing stormwater infiltration and potable water demand.

Progress in this electric power sector could be monitored with updated GHG emissions data or energy use data from local utilities.

MEASURE RATIONALE

Because approximately 31 percent of regional GHG emissions originate from the electric power sector, this area represents a critical opportunity for improving environmental quality. A regionally coordinated program



focused on energy efficiency and innovation could drive substantial progress in reducing emissions.

In the City of Fort Smith, where the energy portfolio remains heavily reliant on fossil fuels, leadership from the public sector – combined with innovative public-private partnerships – can play a pivotal role in driving emissions reductions.

POTENTIAL FOR GHG EMISSIONS REDUCTION

Despite regulatory challenges, distributed power generation offers a strong opportunity to cut regional greenhouse gas (GHG) emissions. If just one-third of current energy consumption were replaced with zero-carbon sources, the region could achieve a 10 percent reduction in total GHG emissions – an ambitious but attainable target contingent on available funding for program implementation. Targeting large energy users like treatment plants and large municipal facilities and installing behind the meter solutions is one strategy that could be very impactful. Beyond GHG reduction, these projects yield cobenefits by reducing emissions of criteria air pollutants and hazardous air pollutants, with downstream improvements in air quality and public health. Other cobenefits include reduced expenses associated with increases in energy costs.

Hydropower provides low-cost electricity and durability over time compared to other sources of energy. The Lee Creek water treatment plant is equipped with a hydro generator that can produce up to 1500 kilowatts (kW) of electricity. Repairs and expansion costs have increased, and funding can be difficult for the municipality to allocate for operation. Hydropower provides cobenefits beyond electricity generation by providing flood control, irrigation support, and clean drinking water.

Opportunities for energy reduction at the Port of Fort Smith could be evaluated for potential impacts including energy or GHG reduction from existing or future buildings and equipment.

ANTICIPATED WORKFORCE NEEDS

The renewable energy sector requires a highly skilled and diverse workforce to design, construct, and operate advanced energy systems. Expertise in engineering, project management, environmental science, and technical trades is essential. Organizations responsible for implementing these programs will need strong internal capacity in procurement, project oversight, and performance monitoring. Skilled labor will be critical in the field for tasks such as system installation, commissioning, and long-term support.

Implementing this measure is expected to increase demand for qualified workers, highlighting the need for targeted workforce development and training initiatives. This growth presents a major economic opportunity for the City of Fort Smith and the surrounding region.

To fully realize these benefits, future funding proposals should prioritize partnerships with local and regional higher-education institutions to expand on-the-job training and apprenticeship programs.

COMMUNITY BENEFITS

Reducing GHG emissions from the electric power sector in any of the strategies above offers the City of Fort Smith a powerful opportunity to improve public health, lower municipal and household energy costs, and drive regional economic growth. Lowering emissions from power generation typically results in:

- Reduced harmful copollutants that are linked to respiratory and cardiovascular illnesses. This situation can lead to measurable improvements in public health, particularly in neighborhoods located near fossil fuel-based power plants or industrial zones.
- Significantly reduced utility expenses for municipal buildings. These long-term savings allow the city to reinvest in essential services and infrastructure, improving overall fiscal resilience.
- Stabilized energy costs.



- Lower utility bills for residents, reduce energy burdens, and improve energy access. These systems also enhance grid reliability and reduce exposure to fuel price volatility, which benefits both households and businesses.
- Optimized energy use and reduced peak demand. These innovations lower operational costs for utilities and consumers while improving grid stability and resilience during extreme weather events.

5.2 Transportation Efficiency Sector

The transportation sector in the Fort Smith MSA was responsible for approximately 31 percent (1,700,837 metric tons) of the region's GHG emissions in 2020, primarily from burning fossil fuels for cars, trucks, and trains. More than 94 percent of the fuel used globally for transportation is petroleum based (IPCC 2022). Reducing GHG emissions in the transportation sector could be achieved through implementation of the following measure:

Measure 2 - Develop and implement transportation efficiency and innovation programs that reduce GHG emissions associated with internal combustion engine vehicles in the City of Fort Smith.

Examples of projects that would support this measure could include, but are not limited to the following:

- **Priority Measure:** Implementing and expanding smart intersections that use sensors, cameras, and algorithms to intelligently manage traffic flow based on real-time conditions to reduce congestion, improve safety, and enhance the overall efficiency of urban transportation.
- **Priority Measure:** Developing programs that remediate brownfields for conversion into facilities that support active transportation and/or provide workforce development for installing, maintaining, repairing, and operating equipment that supports transportation efficiency and innovation programs that reduce GHG emissions in the City of Fort Smith.
- Expanding public transit to serve the Fort Smith MSA with increased hours of service and service area.
- Upgrading city vehicle fleets by replacing internal combustion engine vehicles with low-/no-emission vehicles.
- Expanding supporting infrastructure for alternative fuel vehicles, including bus fleets.
- Expanding infrastructure that supports active transportation such as trails, sidewalks, bicycle facilities, and transit stops, with priority given to low income/disadvantaged communities.
- Developing low-/no-emission ridesharing and e-bike programs, with priority given to low income/disadvantaged communities.
- Updating/adopting building and zoning codes and policies/long-range plans to encourage walkable, bikeable, and transit-oriented development in the City of Fort Smith.

Progress in this sector could be monitored with updated GHG emissions data and by analyzing metrics such as reductions in automobile vehicle miles traveled (VMT) and increases in low-emission transit usage and active transportation facility usage recorded through regional bicycle and pedestrian traffic counters. The cost of implementing these measures varies by initiative.

MEASURE RATIONALE

The City of Fort Smith's transportation system remains heavily reliant on single-occupancy vehicles, contributing to congestion, air pollution, and greenhouse gas emissions. This car-centric model also limits access to jobs, education, and healthcare for residents without private vehicles.



To address these challenges, the city is investing in multimodal options that improve transportation choice for residents and promote low-emission travel. Recent efforts include expanding sidewalks, bike lanes, and transit amenities. To further improve transportation choice, the city should prioritize:

- Expanding low- and zero-emission e-bike and ride share programs
- Transitioning municipal fleets to alternate fuel vehicles
- Supporting EV charging infrastructure where it supports Fort Smith businesses
- Investing in alternate fuel transit and public charging stations

These initiatives are complemented by ongoing improvements to sidewalk connectivity, bike infrastructure, and transit stop placement—especially in neighborhoods with limited access to transportation. The city’s growing active transportation network also provides car-free corridors that support recreation, reduce emissions, and protect natural habitats.

POTENTIAL FOR GHG EMISSIONS REDUCTION

Reducing car dependency and expanding access to alternative transportation are key strategies for cutting transportation-related emissions. National data shows that 5–25% of bikeshare trips replace car trips. In Fort Smith, the Ride 4 Smilies bikeshare program has enrolled over 1,300 users since 2022, logging 8,100+ miles. A user survey found that 36% of trips replaced car travel, reducing an estimated 1,761 vehicle miles annually—especially impactful in underserved communities.

Alternate fuel buses offer another emissions-reduction opportunity, producing no tailpipe emissions and significantly lower life-cycle emissions than gas-powered vehicles. Public transit emits, on average, 0.32 fewer pounds of CO₂ per passenger mile than private vehicles. As the City of Fort Smith expands and enhances its transit system, the entire region—including tribal communities—will benefit from cleaner, more sustainable mobility.

Smart Intersections also help reduce emissions by optimizing signal timing and cutting vehicle idling, which contributes up to 30 million tons of CO₂ annually nationwide. These upgrades are a cost-effective way to improve traffic flow and reduce GHGs.

Investments in bike lanes, trail networks, and first-/last-mile transit access are essential to reducing car use. When paired with programs like Ride 4 Smilies, these improvements offer feasible, low-emission mobility options for all residents.

Land use is also important. Compact, mixed-use development reduces VMT by clustering homes, jobs, and services. A 10% reduction in commute distance could cut regional transportation emissions by 5%. Walkable neighborhoods also ease congestion, support transit, and improve resilience through features like landscaped corridors and permeable surfaces.

ANTICIPATED WORKFORCE NEEDS

The need to reduce GHG emissions in the transportation sector is well established, and a growing number of frameworks now guide adaptation strategies. However, as a relatively new and evolving field, the educational and career pathways required to support GHG reduction efforts remain underdeveloped. Encouragingly, demand for this expertise is rising rapidly among state departments of transportation and MPOs, and new training opportunities are emerging through higher education institutions and professional associations.

Implementing low-emission transportation infrastructure will require strong technical capacity. If the City of Fort Smith pursues grants for relevant projects, the city must be prepared to expand its engineering, design, and operations teams to both deliver and sustain new programs over time.



Deploying active transportation infrastructure, such as bikeways, greenways, and transit-access projects, will require a workforce skilled in urban planning, civil engineering, and design. Personnel with expertise in project management and federal grant administration will be essential. Field service workers will also be critical. Workforce development tailored to the active transportation sector can foster specialized career pipelines and provide new opportunities for employment in the City of Fort Smith.

The University of Arkansas – Fort Smith offers a range of courses through its Workforce Development Programs. The university’s Center for Workforce Development provides industry-driven training programs designed for professionals, businesses, and entrepreneurs and demonstrates the potential of skills-based education to meet evolving workforce needs.

COMMUNITY BENEFITS

Investing in clean, efficient, and sensible transportation systems across the Fort Smith MSA offers substantial economic, social, and environmental returns.

Expanding public transit to operate with longer service hours will reduce traffic congestion, lower household transportation costs, and improve access to services. These improvements also reduce VMT, which eases wear on infrastructure and reduces long-term cost-savings for the city. In addition, replacing city combustion fleet vehicles with low- or zero-emission alternatives will reduce fuel and maintenance expenses.

Investments in active transportation infrastructure enhance safety and promote healthier lifestyles. These projects also stimulate local economies by increasing foot traffic to businesses and raising property values.

Smart intersections can reduce congestion, improve safety, and lower emissions from idling vehicles. These systems also improve emergency response times and reduce the need for costly road expansions, which offer both operational and financial benefits to the city.

Brownfield remediation supports workforce opportunities on underutilized land into active transportation infrastructure, EV charging hubs or workforce development centers for e-bike or smart infrastructure maintenance training programs. These opportunities could revitalize neighborhoods, reduce environmental hazards, and attract private investment all while repurposing underutilized properties.

5.3 Buildings Sector

The buildings sector in the Fort Smith MSA was responsible for approximately 8 percent (424,190 metric tons) of the region’s GHG emissions in 2020. GHG emissions in the building sector are primarily generated from fossil fuels burned for heat, gases used for refrigeration and cooling in buildings, and nonbuilding-specific emissions such as the handling of waste. Reducing GHG emissions in the building sector could be achieved through implementation of the following measure:

Measure 3 – Develop, implement, and support building energy efficiency and innovation programs that reduce GHG emissions associated with residential, commercial, and municipal buildings in the City of Fort Smith.

The City of Fort Smith has a number of projects that are in the development phase to address this measure. Existing projects supporting this measure are:

- Advancing Energy Master Plan to cut energy use and costs – prioritizing high-consumption facilities like water and wastewater treatment plants, the convention center, and Parrot Island Water Park.
- In partnership with Oklahoma Gas & Electric (OG&E) and CLEAResult, the city is implementing the SAGE (Schools and Government Efficiency) program, which provides technical support and financial



incentives for energy upgrades. While SAGE identifies cost-effective retrofits and supports energy-efficient new construction, funding remains limited relative to demand.

- Installing solar infrastructure for municipal and low-income financial benefits and GHG reductions.

Examples of projects that would additionally support this measure could include, but are not limited to the following:

- **Priority Measure:** Providing educational resources for residents about opportunities to utilize Commercial Property Assessed Clean Energy (C-PACE). C-PACE financing mechanism that allows commercial property owners to finance various improvements focused on sustainability and efficiency.
- **Priority Measure:** Developing programs that remediate brownfields for to support workforce development related to building energy efficiency and innovation programs that reduce GHG emissions associated with residential, commercial, municipal buildings or agricultural facilities.
- Upgrading municipal facilities to improve energy efficiency in lighting and heating and cooling equipment.
- Provide guidance to the community based on existing grants and programs for agricultural facilities' energy reduction strategies.
- Performing a municipal facility refrigeration audit identifying and repairing existing leaks to improve refrigeration system performance.
- Adopting and implementing up-to-date building energy codes.
- Developing voluntary programs that promote low- and zero-emission options and vehicle charging, with a focus on buildings in communities of need, multifamily residential buildings, and commercial buildings.

Progress in the building sector could be monitored with updated GHG emissions data or energy use data from local utilities.

MEASURE RATIONALE

Reducing emissions from buildings offers multiple benefits: improved energy efficiency, lower operating costs, and greater resilience to extreme weather and grid disruptions. This City is making positive advancement through the Energy Master Plan and other areas as mentioned to support the municipal and community energy savings.

These efforts not only reduce emissions and improve air quality, but also lower energy costs, create jobs, and expand access to clean energy—strengthening Fort Smith's resilience to environmental and economic challenges.

POTENTIAL FOR GHG EMISSIONS REDUCTION

Residential buildings in the City of Fort Smith were responsible for approximately 216,137 metric tons of GHG emissions in 2020, or 4 percent of the total GHG emissions. Commercial buildings in the City of Fort Smith were responsible for approximately 208,053 metric tons of GHG emissions in 2020, or 4 percent of the region's GHG emissions.

A municipality that undertakes solar energy and net zero building initiatives is taking a major step towards reducing GHG emissions and advancing environmental quality. Incorporating solar power into municipal infrastructure decreases dependence on fossil fuels, directly lowering emissions tied to conventional energy sources. Developing buildings that are designed for high energy efficiency and minimal environmental impact helps reduce both energy use and waste. According to the International Energy Agency (IEA; 2023), implementing energy efficiency measures and electrification could cut building-related emissions by 20



percent, potentially leading to a 5 percent overall reduction in regional GHG emissions. However, the extent of these reductions will depend heavily on the level of funding available to support these efforts.

Beyond reducing GHG emissions in the building sector, these actions also lower emissions of other harmful air pollutants. This includes reductions in criteria pollutants and hazardous air pollutants, such as ozone and fine particulate matter PM2.5, which can lead to improved public health outcomes.

ANTICIPATED WORKFORCE NEEDS

To successfully implement Fort Smith's Solar and Net zero Buildings initiative, specialized consulting and planning services will be essential. Because of the initiative's broad and complex scope, cross-sector expertise will be required. Strong partnerships with industry organizations and technical experts will help guide the development of innovative workforce strategies ranging from apprenticeships and mentorships to curriculum development and training materials, assuring alignment with current and future labor market needs.

This initiative is expected to generate a strong pipeline of green energy jobs and expand educational opportunities across the region. Local institutions, including K–12 schools, the University of Arkansas – Fort Smith, and other regional partners will play a key role. The DOE's Solar Energy Technologies Office (SETO) supports this mission by funding a wide array of solar workforce development programs, such as the following:

- Online and in-person training
- Internships and apprenticeships
- Collegiate design competitions
- Industry-recognized certification programs
- Career support services, including mentorship, counseling, and job readiness training

These resources will be leveraged to build workforce capacity and deliver long-term benefits aligned with the city's net zero buildings goals.

As demand for skilled labor grows, workforce development will become a cornerstone of the initiative. The city and state should collaborate to assess and update existing career and technical education (CTE) programs, particularly in HVAC, plumbing, electrical, and construction technology, to reflect modern building science and resiliency practices. Institutions should be encouraged to integrate industry-recognized credentials focused on energy-efficient materials, methods, and technologies.

This forward-looking approach will strengthen the regional economy, expand access to quality jobs, and assure the City of Fort Smith has the skilled workforce needed to meet its clean energy objectives.


COMMUNITY BENEFITS

The proposed energy efficiency measures offer broad community benefits for the City of Fort Smith. Upgrading municipal buildings for energy efficiency reduces utility costs, allowing the city to redirect savings toward essential public services.

Installing solar awnings and canopies in city parks and parking lots not only generates clean electricity to offset municipal energy use but also provides shaded areas that improve public comfort during extreme heat events. These installations help mitigate the urban heat island effect.

Similarly, modernizing building energy codes assures that new and renovated buildings are safer, healthier, and more energy efficient. This reduces long-term energy costs for residents and businesses.

Finally, the remediation of brownfields for conversion into workforce development and innovation hubs will revitalize underutilized land, improve public health, and attract private



investment. These facilities will provide training and career pathways in energy efficiency and clean technology, particularly for residents of disadvantaged communities, assuring that the transition to a low-carbon economy is community-driven.

5.4 Waste Management & Recycling Sector

Over the past 10-20 years, the city has prioritized waste management as a crucial strategy for environmental protection. Waste management plays a vital role in reducing pollution, preserving resources, and safeguarding ecosystems. Reducing GHG emissions in the waste management and recycling sector could be achieved through the implementation of the following measure:

Measure 4 - Develop and implement a waste minimization and management program that reduces GHG emissions originating from landfills.

The City of Fort Smith has a number of projects that are in the development phase to address this measure. Existing projects supporting this measure are:

- Developing a city-owned and operated Materials Recovery Facility (MRF).
- Expanding city recycling and composting programs.
- Clean Energy Fuels has proposed a 5-year agreement to supply the City with renewable natural gas sourced from landfills and dairy farms. The switch would reduce emissions, require no infrastructure changes, and could significantly lower fuel costs through shared revenue from EPA renewable fuel credits.
- The city currently captures landfill gas (LFG)—a 50/50 mix of methane (CH₄) and carbon dioxide (CO₂)—and converts it into compressed natural gas (CNG) through a partnership with third-party contractor Morrow Renewables/Enbridge. Purified methane is injected into pipelines, while excess gas is flared. This system offsets fossil fuel use, reduces GHG emissions, and generates approximately \$1 million annually to support operations and equipment.
- Exploring the development of a Bioenergy with Carbon Capture and Storage (BECCS) facility. This advanced technology converts organic waste into renewable energy while capturing and storing CO₂. A BECCS facility could process agricultural residues, biosolids, and urban biomass into biochar, biofuels, and electricity. Captured carbon could be sequestered underground or used in soil-enhancing materials, supporting both emission reduction goals and soil health (Carbon Chicken LLC 2024a).

Examples of projects that could support this measure and expand the City's existing efforts could include, but are not limited to the following:

- **Priority Measure:** Developing programs that remediate brownfields for conversion into material recovery facilities and/or facilities that provide workforce development to support waste minimization and management programs that reduce GHG emissions.
- Identifying innovative waste recovery industries not available in the region or state and developing a recovery facility for those materials potentially as part of the MRF.
- Constructing an anaerobic digester facility at the wastewater treatment facility to divert organic waste currently being landfilled and/or land applied into compost or other agricultural products.
- Developing programs to support the construction or expansion of a biomass gasification facility or biochar pyrolysis facility to divert organic waste currently being landfilled and/or land applied into compost and other agricultural products.



Progress in this sector could be monitored with updated GHG emissions data or data from local recycling centers and solid waste districts. The cost of implementing these measures varies by initiative.

MEASURE RATIONALE

The City of Fort Smith's Department of Solid Waste Services manages a regional landfill that processes approximately 240,000 tons of debris annually from multiple counties in Arkansas and Oklahoma. In addition to landfill operations, the city offers a comprehensive recycling program, including curbside collection and drop-off sites for electronic waste and white goods.

The proposed MRF would improve sorting and recycling - particularly of plastics - reducing landfill volume and emissions from virgin material production. It is also expected to stimulate job creation and economic development across the metropolitan area. The City should identify additional opportunities for recycling services potentially partnering with manufacturers to provide construction waste recycling opportunities currently not readily in the state/region.

Biochar, a byproduct of BECCS, offers multiple environmental applications that could align with broader goals to modernize post-consumer materials management, expand recycling data systems, and improve local and state recycling infrastructure.

Although few federal programs are specifically tailored to waste-to-value systems, the EPA's Solid Waste Infrastructure for Recycling Grant Program offers a promising funding opportunity. This initiative supports the development and modernization of post-consumer materials management plans, the expansion of recycling data systems, and planning for improvements to state and local recycling infrastructure.

POTENTIAL FOR GHG EMISSIONS REDUCTION

Municipal solid waste (MSW) remains a major environmental challenge due to its high organic content, which generates methane (CH₄) during decomposition. To address this, the City of Fort Smith is implementing a dual strategy: developing a municipally operated materials recovery facility (MRF) and launching a citywide composting program. These efforts aim to divert organic waste from landfills, significantly reducing CH₄ emissions while improving recycling efficiency and reducing emissions from raw material extraction and processing.

This integrated approach reflects Fort Smith's commitment to circular economy principles and a low-emissions waste system.

The region's ongoing construction and demolition activity also generates a steady supply of biomass suitable for conversion into biochar. Biochar supports soil health, carbon capture, and material reuse. Diverting food and organic waste to composting, anaerobic digestion, or BECCS (Bioenergy with Carbon Capture and Storage) facilities can further reduce methane emissions. Research shows that applying locally produced biochar to croplands and pastures in the Fort Smith area could sequester up to 30,000 metric tons of carbon annually. When blended into compost for urban greening projects, biochar also enhances stormwater management and community resilience.

As demand for landfill alternatives grows, renewable natural gas (RNG) facilities - especially those colocated with landfills or wastewater treatment plants - offer additional benefits like reducing fugitive methane emissions, replacing fossil diesel with cleaner fuels and generating revenue through energy sales.

ANTICIPATED WORKFORCE NEEDS

The successful implementation of a city-owned MRF at the Fort Smith landfill will require a wide range of specialized skills and coordinated services. From early-stage planning to operation, the project will depend on technical expertise and cross-sector collaboration. Beyond its environmental benefits, the MRF is



expected to generate significant economic value for the River Valley by creating diverse job opportunities in Engineering, Project Management Environmental Science, Technical Trades and Field Services.

As demand for skilled labor increases, the city will need to invest in targeted workforce development and training. This situation presents a valuable opportunity to partner with local technical colleges, apprenticeship programs, and workforce training organizations to equip residents with the skills needed for careers in the green economy. Ultimately, the MRF initiative is expected to deliver dual benefits: improving environmental outcomes while also strengthening economic resilience and job creation in the region.

COMMUNITY BENEFITS

A comprehensive waste minimization and innovation program offers economic, social, environmental and cost savings to the city. Developing a city-owned and operated MRF, expanding recycling and composting would reduce landfill tipping fees and transportation costs by processing recyclables locally. This facility would also generate revenue through the sale of recovered materials (locally or regionally) and create stable, skilled jobs in recycling operations, logistics, and facility maintenance.

Investments in organic waste diversion, such as constructing an anaerobic digester at the city's wastewater treatment plant and supporting biomass gasification or biochar pyrolysis facilities, would transform waste into valuable products like renewable energy, compost, and soil amendments. These technologies reduce CH₄ emissions, lower landfill use, support the local agriculture economy, and create new revenue streams for the city.

Remediating brownfields for conversion into facilities that support waste reduction or workforce development centers revitalizes underutilized land, reduces environmental liabilities, and attracts private investment. These projects create construction and long-term operations jobs, while workforce training programs prepare residents for careers in clean technology, equipment maintenance, and sustainable waste management.

5.5 Carbon Removal Sector

In addition to GHG emission reduction efforts, natural carbon sinks such as forests, wetlands, and prairies play a crucial role in absorbing and storing CO₂ from the atmosphere. Increasing carbon sequestration in natural lands could be achieved through implementation of the following measure:

Measure 5 - Develop and implement programs to improve or increase carbon sequestration in the natural landscape through nature-based solutions and natural infrastructure.

Examples of projects that would support this measure could include, but are not limited to the following:

- **Priority Measure:** Planting native tree and plant species that provide optimal carbon sequestration benefits in city-owned parks, trails, and rights-of-way and provide cobenefits of increasing shade, reducing urban heat islands, and improving energy efficiency of buildings.
- **Priority Measure:** Developing programs that remediate brownfields for conversion into city-owned parks, urban forests or workforce development to support native plant species.
- Identifying lands with high carbon sequestration value and creating programs for the protection of these lands through fee-simple acquisition, land conservation easements, or other means.
- Restoring degraded prairies, forests, riparian buffers, streams, and wetlands in city-owned parks, trails, and rights-of-ways to improve carbon sequestration and reduce stormwater runoff.
- Developing conservation plans for new parks and recreation areas that include measures to improve or preserve areas with high carbon sequestration value.



Progress in this sector could be monitored with updated GHG emissions data or with metrics such as comparing and quantifying land cover changes in the City of Fort Smith periodically. The cost of implementing these measures varies by initiative.

MEASURE RATIONALE

Fort Smith's natural areas support recreation and tourism but are under pressure from development and overuse. Habitat fragmentation and limited access reduce ecological health and community well-being. The City of Fort Smith remains dedicated to enhancing the quality of life for its residents by prioritizing initiatives that not only preserve the environment but also contribute to the overall well-being of the community. The ongoing efforts to acquire land easements for watershed management around River Valley water sources are integral to this commitment. Expanding the Watershed Management Program is envisioned not just as a conservation measure, but as an investment in the long-term protection of water sources, assuring a sustainable and high-quality water supply for current and future generations.

To protect these resources without expanding city maintenance obligations, the following strategies are recommended:

- Utilizing conservation easements and land trusts to preserve open space without city ownership.
- Supporting volunteer stewardship programs to maintain trails and green spaces.
- Developing low-impact design standards for new development near natural areas.

Urban development in the City of Fort Smith has significantly increased impervious surfaces, which intensifies stormwater runoff and places strain on aging drainage systems. As a result, the city has experienced more frequent and severe flooding, which threatens public safety and damages infrastructure. Protecting and restoring natural areas, particularly along riparian corridors, enhances stormwater absorption, reduces flood risks, and improves water quality by filtering pollutants before they reach the Arkansas River and its tributaries.

In addition to identifying conservation easements, restoring degraded prairies, forests, riparian buffers, streams, and wetlands can further increase carbon sequestration and reduce stormwater runoff. These efforts also create opportunities for outdoor recreation.

Remediating brownfields for conversion into parks, urban forests, or workforce development centers offers a dual benefit: revitalizing underused land and creating economic opportunities. Programs that train residents in native landscaping and ecological restoration can build a skilled workforce to support the City of Fort Smith's environmental quality goals.

Forests, prairies and wetlands all play a vital role in carbon reduction and flood mitigation. By prioritizing smart growth and limiting the conversion of farmland and woodlands to low-density residential use, the city can create a more ecologically balanced urban environment. This holistic approach not only contributes to a higher quality of life for residents but also positions the City of Fort Smith as a community that values conservation, resilience, and the well-being of its citizens.

POTENTIAL FOR GHG EMISSIONS REDUCTION

The concepts encompassed within this measure are strategically designed to yield both immediate and long-term reductions in GHG emissions. The intersection of GHG reduction strategies and the preservation of natural areas fosters a higher quality of life for residents and creates a healthier environment.

Nature-based carbon removal can be significantly enhanced through the restoration, management, and creation of ecologically resilient ecosystems. While afforestation plays a key role, other ecosystems, such as wetlands, prairies, and riparian buffers, are equally vital and often underutilized in carbon strategies.



(Zickfeld and Canadell 2023; Seddon et al. 2020). Nature-based methods with short storage durations or high disturbance risks are not suitable for offsetting ongoing GHG emissions.

To assure long-term carbon storage, restoration efforts should prioritize diverse, stress-tolerant native species that can adapt to changing environmental conditions (Oxford Net Zero 2024).

ANTICIPATED WORKFORCE NEEDS

In the existing workforce structure of the city, there are designated roles such as Land Acquisition, Project Management, and Environmental positions, which can be leveraged to support these initiatives.

Additionally, the implementation of these measures may necessitate the engagement of consulting services and other contractual arrangements, particularly in areas like port and hydro-electrical infrastructure. These external services would bring expertise and efficiency to the implementation process, assuring that the measures are not only environmentally effective, but also economically viable.

As these carbon removal efforts progress, a byproduct will be the creation of diverse job opportunities in the region. The establishment and maintenance of carbon removal infrastructure, including ports and hydro-electrical measures, will give rise to a range of employment opportunities spanning various skill sets.

A carbon removal program would require a diverse range of skills and expertise to design, develop, and operate this program. Professionals who have backgrounds in natural resources, land management, project management, environmental science, and other technical expertise would be needed. Overall, implementation of this measure is anticipated to result in an increase in demand for workers and an associated need for workforce development in the City of Fort Smith.

COMMUNITY BENEFITS

Investing in nature-based solutions such as urban greening, land conservation, and ecosystem restoration offers the City of Fort Smith an opportunity to reduce emissions, lower municipal costs, and stimulate regional economic development, while also enhancing flood resilience and stormwater management.

Planting native trees and vegetation in city-owned parks, trails, and rights-of-way not only boosts carbon sequestration, but also provides increased shade and reduced urban heat island effects, improving public health and reducing energy demand for cooling that will result in measurable cost-savings. Additionally, native vegetation improves stormwater absorption, which will reduce runoff and pressure on the city's drainage systems.

Protecting or restoring lands with high carbon sequestration potential assures long-term carbon storage and safeguards natural buffers. These areas help absorb and slow stormwater, reducing flood risks and protecting downstream communities – particularly those near the Arkansas River. By minimizing the need for costly gray infrastructure, these natural systems offer long-term savings for the city.

Conservation planning for new parks and recreation areas should prioritize the preservation and enhancement of high-carbon value and flood-prone landscapes. Integrating these priorities into park design assures that new green spaces contribute to emission reduction goals, provide recreational access, and serve as natural flood mitigation zones.

Remediating brownfields for conversion into green space revitalizes underused land, reduces environmental hazards, and attracts private investment. Workforce development programs focused on native landscaping and ecological restoration can equip residents with in-demand skills for careers in green infrastructure, land management, and environmental services.

5.6 Industrial

In 2020, the industrial sector in the Fort Smith MSA was responsible for approximately 9 percent (521,066 metric tons) of the region's GHG emissions, primarily from burning fossil fuels for energy. Reducing GHG emissions in the industrial sector could be achieved by developing and implementing the following:

Measure 6 - Supporting and promoting industrial efficiency and innovation programs that reduce GHG emissions from industrial activities and operations in the City of Fort Smith.

Examples of projects that would support this measure could include, but are not limited to the following:

- **Priority Measure:** Developing programs that remediate brownfields for conversion into education facilities that provide workforce development training supporting industrial efficiency and innovation programs that reduce GHG emissions in the industrial sector.
- Developing programs to support upgrades of facilities and equipment at the Port of Fort Smith that improve energy efficiency for existing or future facilities.
- Developing programs to support implementation of energy efficiency measures in local industry, including energy audits, strategic energy management, equipment upgrades, and waste heat utilization.

Progress in this sector can be tracked through regularly updated GHG emissions data. The cost of implementing these measures will vary depending on the specific initiative and scale of deployment.

MEASURE RATIONALE

Investing in energy efficiency and renewable energy helps companies lower long-term operational costs and improve competitiveness.

Improving energy efficiency is one of the most cost-effective ways to reduce industrial GHG emissions. In Fort Smith, key strategies include:

- Conducting energy audits to identify inefficiencies in buildings, equipment, and processes, including waste heat, an area where 20–50% of industrial energy is typically lost (USDOE 2024).
- Identifying handling equipment at the Port that could be replaced with electric alternatives.
- Setting goals for new buildings at the Port for energy efficiency and responsibly sourced locally produced materials.
- Remediated brownfield sites offer promising opportunities for economic development. Business incubators such as light industrial or manufacturing spaces are well suited for redevelopment on former industrial sites because they align closely with previous land uses. Manufacturing incubators in these areas can support businesses that require larger operational footprints, such as those involved in building materials and product manufacturing. These spaces can also accommodate smaller-scale operations, including food and beverage production or offices for related services like architecture, design, construction management, and general contracting. Additionally, repurposing existing infrastructure on these sites can significantly lower both the financial and environmental costs associated with new construction.

POTENTIAL FOR GHG EMISSIONS REDUCTION

Nationally, the industries with the highest CO₂ emissions include petroleum refining, chemical manufacturing, iron and steel manufacturing, cement manufacturing, and food and beverage manufacturing. Though only some of these sectors currently operate in the City of Fort Smith, others may establish a presence in the future.



Iron and steel production is one of the most energy-intensive industries globally and ranks among the highest sources of GHG emissions. These emissions primarily result from the use of coal as a feedstock and the chemical reduction of iron ore. Significant GHG reductions in this sector can be achieved through transitioning to low- and zero-carbon fuels, expanding industrial electrification, and piloting transformative technologies such as hydrogen-steel production, electrolysis of iron ore, and CCUS. According to the DOE (2022), more than two-thirds of potential GHG reductions in the iron and steel industry could come from improved energy efficiency, fuel switching, and electrification. The demand for clean hydrogen and low-carbon electricity in steelmaking is projected to rise substantially by 2050.

ANTICIPATED WORKFORCE NEEDS

Reducing GHG emissions in Fort Smith's industrial sector will require a highly skilled and adaptable workforce. As industries adopt more sustainable practices, the demand for professionals with expertise in renewable energy, energy efficiency, and environmental engineering will grow. Workers will need training in cutting-edge technologies and methods. Specialized training in areas such as electric process heating, industrial heat pumps, and smart-grid technologies will be essential. Additionally, expertise in integrating renewable energy sources will be critical to supporting and sustaining the region's efforts.

To support industrial electrification and clean energy transitions, workforce development programs must prioritize both upskilling the existing workforce and training new entrants. This effort includes expanding access to apprenticeships, on-the-job training, and certification programs in areas such as energy management and industrial electrification. Strong collaboration with local educational institutions, such as community colleges and technical schools, will be essential to assure that training curricula align with evolving industry needs and technological advancements.

COMMUNITY BENEFITS

Reducing industrial emissions in the City of Fort Smith offers not only environmental and public health benefits, but also substantial economic gains and cost savings for the city and region. Industrial operations are a major source of air and water pollution, which contribute to chronic health issues and increased health care costs – particularly in vulnerable communities. By implementing programs that support energy efficiency such as energy audits, equipment upgrades, strategic energy management, and waste heat utilization, the City of Fort Smith can significantly improve air quality and reduce public health expenditures while also reducing the load on the existing electric grid.

These measures also offer direct financial benefits to the city and local industries. Improved energy efficiency lowers operational costs for industrial facilities while reducing strain on municipal infrastructure and utilities.

Investing in brownfield remediation to create workforce development centers focused on industrial efficiency and clean technology will generate long-term economic returns. These centers will prepare residents for high-demand jobs in clean energy, advanced manufacturing, and industrial innovation. This effort not only reduces unemployment and poverty but also builds a skilled workforce that attracts new businesses and investment to the region.



6. EDUCATION & WORKFORCE

The City of Fort Smith is committed to building a skilled, robust, and future-ready workforce to support transitions to a more sustainable and resilient community. The Municipal Education and Workforce Initiative focuses on equipping residents with the knowledge and skills needed to thrive in the green economy, particularly in the areas of renewable energy, low-income solar access, and energy efficiency through weatherization.

Through strategic partnerships with institutions such as the University of Arkansas – Fort Smith, Peak Innovation Center, Fort Smith Public Schools, and the Arkansas Advanced Energy Foundation, the city is launching a comprehensive suite of programs that include the following:

- **Educational Pathways:** Collaborating with the University of Arkansas – Fort Smith and Fort Smith Public Schools to integrate sustainable energy topics into curricula, preparing students for careers in new technologies and energy efficiency.
- **Hands-on Training:** Offering apprenticeships and internships aligned with the city's CAP, providing real-world experience in areas such as solar installation, energy auditing, and waste reduction construction.
- **Public Engagement:** Hosting community workshops, seminars, and events accessible to all community members to raise awareness and promote participation in energy saving initiatives.
- **Workforce Readiness:** Training technicians, educators, and outreach specialists to meet the growing demand for new jobs, with a focus on access to underserved populations.

This initiative not only addresses the immediate need for a skilled workforce but also lays the foundation for long-term economic growth and innovation. By fostering a pipeline of local talent and supporting the development of new industries, the City of Fort Smith is positioning itself as a regional leader in innovative industry and environmental stewardship.

Public education plays a vital role in this transformation. By increasing awareness of energy efficiency, renewable resources, and sustainable practices, the city empowers residents to make informed choices that reduce emissions and support communitywide emission reduction goals.

Together, these efforts will help the City of Fort Smith build a robust and economically vibrant future – one where environmental responsibility and opportunity go hand in hand.



7. CO-BENEFITS FOR FORT SMITH

Reducing GHG emissions offers a wide range of environmental and public health advantages. These cobenefits are outlined below and highlight the multifaceted value of GHG reduction strategies.

STORMWATER AND FLOODING

Heavy precipitation events are becoming more frequent and intense within the Arkansas River watershed, often overwhelming traditional gray infrastructure and leading to historic flooding in the City (Encyclopedia of Arkansas 2024). Utilizing strategies outlined in the plan that support enhancement of soil infiltration and restoring natural infrastructure such as wetlands and riparian buffers, the region can better absorb and slow stormwater runoff. By reducing peak flows and allowing stormwater to spread and soak into the ground, these nature-based solutions not only support carbon sequestration but also strengthen the region's resilience to extreme weather events.

WATER QUALITY

By shifting to cleaner energy sources, the City of Fort Smith can significantly cut emissions of nitrogen and sulfur oxides – air pollutants that contribute to nutrient runoff and the degradation of waterways. Cutting emissions helps prevent issues like eutrophication and harmful algal blooms, which threaten aquatic ecosystems, drinking water supplies, and recreational water use. In addition, lowering emissions can contribute to more stable weather patterns, reducing the frequency and severity of extreme events such as droughts, floods, and intense storms. These events can overwhelm water systems, increase erosion, and introduce contaminants into water bodies. The outcome being a more resilient and sustainable water system, one that protects public health, supports biodiversity, and assures clean water access.

AIR QUALITY

Reducing GHG emissions also leads to significant improvements in air quality. Lowering GHG emissions helps decrease levels of criteria air pollutants such as particulate matter, nitrogen dioxide, and ozone, as well as hazardous air pollutants (HAPs) like benzene and mercury. This dual benefit results in cleaner air, reduced exposure to harmful pollutants, and improved public health outcomes.

Efforts by the EPA and the Arkansas Division of Environmental Quality (ADEQ) have focused on lowering ozone concentrations in the state. However, rising temperatures accelerate ozone formation and contribute to stagnant air conditions, making it more difficult to improve air quality. This fact underscores the importance of integrated strategies that address both emissions and urban heat islands.

ECONOMIC AND HEALTH BENEFITS

Many of the strategies outlined in this plan offer significant economic and health cobenefits for residents of the City of Fort Smith. A prime example is the shift toward active transportation, such as walking and biking, which not only reduces GHG emissions, but also supports local economies and improves public health.

Additionally, reducing GHG emissions and ground-level ozone improves air quality, which is closely linked to respiratory and cardiovascular health. Ground-level ozone exacerbates conditions like asthma and increases the risk of premature death from heart and lung diseases. Vulnerable populations, including children, the elderly, individuals with preexisting conditions, and low-income communities, are especially at risk (USEPA 2016).

8. AUTHORITY TO IMPLEMENT

The City of Fort Smith is empowered to implement clean energy, sustainable solutions, and infrastructure initiatives through ordinances and resolutions approved by its Board of Directors. This authority enables the city to lead impactful projects that reduce greenhouse gas emissions, improve environmental quality, and support long-term climate goals. The city's governance structure allows for direct implementation of program components and allocation of funding to individuals, businesses, and institutions. Fort Smith is also authorized to collaborate with county officials, tribal governments, and regional coalitions across the Metropolitan Statistical Area (MSA), ensuring coordinated and authoritative implementation.

Public-private partnerships are encouraged to accelerate deployment, especially where public resources are limited. The City of Fort Smith is well-positioned to lead a regional approach by leveraging intergovernmental partnerships and diverse funding sources, including state and federal grants, public-private investments, and revenue from recyclables.

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FUNDING FOR COORDINATED RESEARCH AND DEVELOPMENT OF CPRG
DELIVERABLES

MEMORANDUM OF AGREEMENT
BETWEEN
ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT
AND
CITY OF FORT SMITH

Agreement Number CPRG-CFS-002

Federal Award Identification Number (FAIN): 02F35201

Federal Funding Accountability and Transparency Act (FFATA): Climate Pollution
Reduction Planning Grant Region 6

Catalog of Federal Domestic Assistance (CFDA) Number and Name: 66.046 - Climate
Pollution Reduction Grants

Subawardee Indirect Cost Rate¹: 10%

Agreement: This Memorandum of Agreement (MOA) is entered into between Arkansas Department of Energy and Environment (E&E), Division of Environmental Quality (DEQ) and Subawardee City of Fort Smith. Funding for this project is provided by U.S. Environmental Protection Agency (EPA) through the Climate Pollution Reduction Grant (CPRG), awarded June 29, 2023. DEQ has been granted \$3,000,000 through the CPRG to assist in the development of the following deliverables required under the CPRG: Priority Action Plan (PAP), Comprehensive Action Plan (CAP), and a status report on PAP and CAP (collectively "the plans") at the end of the four (4) year grant project period.

DEQ will act as a pass-through entity for the purposes of this funding. City of Fort Smith will act as a Subawardee to provide regional-specific planning and act as additional support to DEQ in the development of the aforementioned deliverables to meet the requirements of the CPRG.

Funds awarded to City of Fort Smith under this MOA that are not expended or committed must be returned to DEQ for reallocation or for return to EPA within sixty (60) days of the project period ending date.

EPA Award Date: July 5, 2023

Subaward Period of Performance: July 1, 2023, through July 5, 2027

¹ The indirect rate indicated here may be subject to change during the project period.

Scope and Objectives: City of Fort Smith agrees to provide the following region-specific deliverables, services, and equipment through use of the funding. Supplementary items should be provided in the form of modeling, reporting, and other approved forms of demonstration and may be included in DEQ's PAP and CAP submittals as appendices or otherwise cited. These items are in addition to quarterly and final reporting requirements.

Deliverable	Due
Priority plan supplements	12/1/2023
Comprehensive plan supplements	2/28/2025
Status report supplements	3/1/2027
Quarterly region engagement meetings	Summer 2023 – Summer 2025
Semiannual region meetings	Fall 2025 – Fall 2027
Attending E&E Quarterly Intergovernmental Coordination Meetings	Summer 2023 – Fall 2027

Deliverable Details are as follows:

1. Priority plan supplements for regional quantified greenhouse gas reduction (GHG) measures:

- a. Minimum of three (3) measures, such as policy, pass-through funding program design, or concept paper for a specific project
- b. Each Measure must include the following:
 - i. Anticipated workforce needs to implement measure
 - ii. Review of authority to implement or barriers to implementing measure (laws, ordinances, rules, etc.)
 - iii. Information necessary for DEQ to perform the following analyses:
 1. GHG and Co-pollutant emission reductions or sequestration
 2. Low-Income and Disadvantaged Community (LIDAC) Benefits Analysis (See EPA Benefits Analysis LIDAC Guidance.)²

City of Fort Smith is encouraged, but not required, to provide detailed GHG and Co-pollutant emission reductions or sequestration values and a LIDAC Benefits Analysis report.

² For the purpose of this grant, the Low-Income and Disadvantaged Community Benefits Analysis should be conducted using the Climate and Economic Justice Screening Tool (CEJST). CEJST looks at eight (8) key areas: climate change, clean energy and energy efficiency, clean transit, affordable and sustainable housing, training and workforce development, the remediation and reduction of legacy pollution, health burdens and the development of critical clean water infrastructure. If a community is located in a census tract(s) that meets the CEQ criteria for one or more of the eight key areas, then that community would be considered disadvantaged.

2. Comprehensive plan supplements for regional quantified GHG measures:

- a. Minimum of three (3) **additional** measures (policy, pass-through funding program design, or concept paper for a specific project)
- b. Each Measure must include the following:
 - i. Anticipated workforce needs to implement measure
 - ii. Review of authority to implement or barriers to implementing measure (laws, ordinances, rules, etc.)
 - iii. Information necessary for DEQ to perform the following analyses:
 1. GHG and Co-pollutant emission reductions or sequestration
 2. Low-Income and Disadvantaged Community (LIDAC) Benefits Analysis
- c. In addition, City of Fort Smith must provide:
 - i. Report for identification of intersecting funding availability to achieve all recommended measures
 - ii. Regional workforce planning analysis

City of Fort Smith is encouraged, but not required, to provide detailed GHG and Co-pollutant emission reductions or sequestration values and a LIDAC Benefits Analysis report.

3. Status report supplements for regional quantified GHG measures:

- a. Implementation status and updates for each of the GHG reduction measures previously indicated
- b. Updated regional GHG reductions benefit analysis
- c. Information necessary for DEQ to perform the following analyses:
 - i. GHG and Co-pollutant emission reductions or sequestration
 - ii. Low-Income and Disadvantaged Community (LIDAC) Benefits Analysis
- d. Updated review of authority to implement or barriers to implementing measure (laws, ordinances, rules, etc.)
- e. Updated identification of intersection with other funding availability
- f. Updated workforce planning analysis
- g. Detailed report of anticipated next steps and future budgeting and staffing needs.

City of Fort Smith is encouraged, but not required, to provide additional GHG measures for future implementation and updated GHG and Co-pollutant emission reductions or sequestration values and a LIDAC Benefits Analysis report.

If City of Fort Smith elects to produce its own regional emission inventory and emission projections in support of deliverables 1 – 3, City of Fort Smith must submit to the EPA a quality management plan in accordance with EPA's Quality Management Plan (QMP) Standard and a quality assurance project plan in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. A quality assurance project plan template for work under the CPRG has been included as Attachment A to this MOA.

The terms and funding as described in this Agreement do not establish a precedent regarding any future extension of this Agreement.

Definitions within Agreement:

Arkansas Department of Energy and Environment: E&E

Catalog of Federal Domestic Assistance: CFDA

Climate Pollution Reduction Grant: CPRG

Comprehensive Action Plan: CAP

Division of Environmental Quality: DEQ

U.S. Environmental Protection Agency: EPA

Federal Award Identification Number: FAIN

Federal Funding Accountability and Transparency Act: FFATA

Low-Income and Disadvantaged Community Benefits Analysis: LIDAC Benefits Analysis

Memorandum of Agreement: MOA

Priority Action Plan: PAP

ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT, DIVISION OF ENVIRONMENTAL QUALITY

By this agreement:

1. DEQ agrees to provide \$440,000 to City of Fort Smith be used for permissible activities. City of Fort Smith agrees to return funds unexpended or uncommitted to DEQ within sixty (60) days of the project period ending on July 5, 2027.
2. DEQ agrees to collaborate and to provide assistance and guidance to City of Fort Smith for the duration of the project.
 - a. E&E personnel commit to the timely review and response to City of Fort Smith regarding any communications and promotional activities conducted in support of this grant.
3. DEQ contacts for this project are as follows:

Staff Member	Title	Phone	Email
Erika Droke	SIP & Planning Supervisor	(501) 682-0542	erika.droke@adeq.state.ar.us
Mikayla Shaddon	SIP & Planning Epidemiologist	(501) 682-0808	mikayla.shaddon@adeq.state.ar.us

CITY OF FORT SMITH

By this agreement:

1. City of Fort Smith agrees to return funds unexpended or uncommitted to DEQ within sixty (60) days of the project period ending on July 5, 2027.
2. City of Fort Smith agrees to submit quarterly performance progress reports and a detailed final report to DEQ using DEQ's web-based submission portal or other forms as determined.
 - a. Quarterly reports are due within ten (10) business days after the end of the reporting period

Reporting Period
January 1 – March 31
April 1 – June 30
July 1 – September 30
October 1 – December 31

- i. Quarterly reports must include a detailed report for work status, work progress, difficulties encountered, financial expenditures for the reporting period, preliminary data results as available, anticipated activities during the following reporting period, and personnel changes if applicable.
 - b. The final report is due within sixty (60) calendar days of the completion of the grant period.
 - i. The final report should provide a detailed report for work status, work progress, difficulties encountered, financial expenditures for the reporting period, and data results as available.
 - ii. With the final report, City of Fort Smith agrees to provide proof of authorization to return of any residual funds not expended during the four-year term.
3. The following activities are permitted under funding made available through Agreement Number CPRG-CFS-002. City of Fort Smith agrees that funding provided under this agreement will be used only for permitted activities.
 - a. Staffing and contractual costs necessary to develop the deliverables identified in this document;
 - b. Planning and implementing meetings, workshops, and convenings to foster collaboration among and between levels of government, the public, and key stakeholders;
 - c. Outreach and education for stakeholders and members of the public
 - d. Subawards to municipalities, air pollution control agencies, regional planning organizations, non-governmental organizations (NGOs), academic institutions, etc.;
 - e. Modeling and analytical costs, including purchase or licensing of software, data, or tools;
 - f. Studies, assessments, data collection, etc., needed to develop the required deliverables;
 - g. Evaluation and metrics-tracking activities;

- h. Training and staff capacity-building costs;
 - i. Supplies (e.g., office supplies, software, printing, etc.);
 - j. Incidental costs related to the above activities, including but not limited to travel, membership fees, and indirect costs; and,
 - k. Other allowable activities as necessary to complete the required deliverables.
4. City of Fort Smith agrees to coordinate all communication and promotional activities related to this grant including, but not limited to, news releases, social media posts, advertisements, and website updates with E&E prior to publication. Any use of E&E, DEQ, or other state agency branding must receive prior approval before publication or dissemination.
5. The following are contact persons for this project:

Subawardee Staff Member	Title	Phone	Email
Carl Geffken	City Administrator	(479) 784-2201	CGeffken@fortsmithar.gov
Joshua Robertson	Utility Business Administration Deputy Director	(479) 494-3944	JRobertson@fortsmithar.gov
Reese Brewer	MPO Director	(479) 785-2651	RBrewer@wapdd.org

Title VI: Title VI of the Civil Rights Act of 1964 and other Federal statutes and regulations prohibit discrimination based on race, color, national origin, disability, sex, or prior exercise of rights or opposition to actions protected under Federal non-discrimination laws. As a recipient of Federal financial assistance DEQ must comply with Federal non-discrimination laws. Subawardees must also comply with Title VI and other applicable Federal non-discrimination laws or regulations.

Title VI, along with other pertinent nondiscrimination laws and regulations emphasizes the need for ongoing and proactive public involvement at various stages of development, planning, implementation, and enforcement including early and frequent engagement of affected parties during decision-making processes.

REPORTING SUBAWARDS AND COMPENSATION: In accordance with the Federal Funding Accountability and Transparency Act (FFATA), if the award is subject to FFATA Subaward and Executive Compensation Reporting Requirements, then the terms and conditions of that award must link to the Operating Divisions' (OPDIV) website that houses the full text or include the full text of the reporting requirements.

PREAWARD COSTS: In accordance with § 1500.9 Revision of budget and program plans, EPA award recipients may incur allowable project costs 90 calendar days before the Federal awarding agency makes the Federal award. Expenses more than 90 calendar days pre-award require prior approval of EPA. All costs incurred before EPA makes the award are at the recipient's risk. EPA is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs.

CONSULTANT FEE CAP: In accordance with § 1500.10,

- (a) EPA will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients, and their contractors or subcontractors to the maximum daily rate for level 4 of the Executive Schedule unless a greater amount is authorized by law. (These non-Federal entities may, however, pay consultants more than this amount with non-EPA funds.) The limitation in this paragraph (a) applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; recipients will pay these in accordance with their normal travel reimbursement practices.
- (b) All contracts between recipients and subrecipients and individual consultants are subject to the procurement standards in subpart D of 2 CFR part 200. Contracts or subcontracts with multi-employee firms for consulting services are not affected by the limitation in paragraph (a) of this section provided the contractor or subcontractor rather than the recipient or subrecipient selects, directs and controls individual employees providing consulting services.
- (c) Borrowers under EPA revolving loan fund capitalization grant programs are not subject to paragraphs (a) and (b) of this section.

MANAGEMENT FEES: It is prohibited to use funds allocated through CPRG for paying management fees, as established in DEQ's Notice of Award, included as Attachment B.

PROCUREMENT: The Subawardee agrees to follow Procurement Standards as specific in 2 CFR Part 200, including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants). A non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward.

The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327, which includes:

- a. general procurement standards;
- b. competition requirements;
- c. procurement method requirements;
- d. Minority and Women's Business Enterprises (MBE/WBE) contractual requirements;
- e. domestic preference;
- f. recovered materials in accordance with 40 CFR part 247;
- g. contract price and cost analysis, negotiation, and other associated considerations;
- h. all related procurement process documentation unless the Subawardee has received pre-approval of their procurement system;
- i. bonding requirements;
- j. and contract provisions.

ADDITIONAL REQUIREMENTS: DEQ maintains the right to require the following additional requirements as authorized by 2 CFR 200.208, including but not limited to:

- a. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- b. Requiring additional, more detailed financial reports;
- c. Requiring additional project monitoring;
- d. Requiring the subawardee entity to obtain technical or management assistance, and;
- e. Establishing additional prior approvals.

ACORN: Memorandum M-IO-02 (Attachment C) guides the use of federal funds regarding the Association of Community Organizations for Reform Now (ACORN). Attachment D is an ACORN Funding Declaration. Please complete the bottom section of the declaration and return this form to DEQ with your signed MOA.

FISCAL CONTROL: City of Fort Smith will provide for such fiscal control and fund accounting procedures as may be necessary to ensure the proper disbursement of and accounting for the funds received from DEQ.

RECORDS: City of Fort Smith assures DEQ that it will keep records for at least five (5) years and freely share these records with DEQ or EPA upon request. These records include, but are not limited to, all deliverables, reports, and other related documentation.

NON-APPROPRIATION CLAUSE: In the event that the State of Arkansas fails to appropriate funds or make monies available for the period covered by the term of this Agreement, this Agreement shall be terminated on the last biennial period for which funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination DEQ may have.

TERMINATION: DEQ may terminate this agreement for failure to perform required actions under this MOA or failure to submit acceptable deliverables as committed above. In the event DEQ provides notice of deficiency under this agreement, City of Fort Smith will have fourteen (14) days to cure identified deficiencies prior to termination.


1. Repayment of Grant Funds: Once notified of termination by DEQ, City of Fort Smith will immediately return all unexpended funds to DEQ. DEQ may require additional information regarding previously expended funds including a justification of use of funds for inadequate or insufficient deliverables. .
2. Mutual Consent for Termination: DEQ and City of Fort Smith may mutually agree to terminate this agreement. Such termination must be in writing. City of Fort Smith will have thirty (30) days to provide DEQ information regarding all funds received under this grant and to return all unexpended funds.

UEI NUMBER and SAM: City of Fort Smith agrees to provide the State of Arkansas with their Unique Entity Identifier (UEI). City of Fort Smith agrees to maintain current registrations in the System for Award Management (SAM) (www.sam.gov) at all times during which they have

active federal awards funded. The UEI is required by 2 C.F.R. Part 25 and 2 C.F.R. § 200.332(a)(1)(ii).

CERTIFICATION: The undersigned verifies that all funds provided through this MOA will be used in accordance with the above agreement.

SIGNED:



Caleb J. Osborne,
Chief Administrator, Environment,
Arkansas Department of
Energy and Environment,
Division of Environmental Quality

Date

9.26.23



Carl Geffken
City Administrator
City of Fort Smith

Date

9/25/23



DIVISION OF ENVIRONMENTAL QUALITY

Sarah Huckabee Sanders
GOVERNOR

Shane E. Khoury
SECRETARY

October 24, 2024

Carl Geffken
City Administrator
City of Fort Smith
623 Garrison Ave.,
Fort Smith, AR 72901

RE: CPRG Memorandum of Agreement # CPRG-CFS-002

Dear Mr. Geffken,

The Arkansas Department of Energy and Environment, Division of Environmental Quality (DEQ) has reviewed your request to extend the deadline associated with the comprehensive plan supplement deliverable, as listed in your Memorandum of Agreement (MOA). DEQ recognizes that the U.S. Environmental Protection Agency has provided an extension for the submission of states' comprehensive plans to December 1, 2025, altering the previous states' deadline of July 5, 2025. DEQ now intends to submit Arkansas' comprehensive plan by the December 1, 2025 deadline.

The purpose of this letter is to amend only the Scope and Objectives section of MOA # CPRG-CFS-002 by substituting the original due date of the comprehensive plan supplements deliverable of February 28, 2025, with a new due date of August 1, 2025. The amended language of the Scope and Objectives section shall read as follows:

Scope and Objectives: City of Fort Smith agrees to provide the following region-specific deliverables, services, and equipment through use of the funding. Supplementary items should be provided in the form of modeling, reporting, and other approved forms of demonstration and may be included in DEQ's PAP and CAP submittals as appendices or otherwise cited. These items are in addition to quarterly and final reporting requirements.

Deliverable	Due
Priority plan supplements	12/1/2023
Comprehensive plan supplements	8/1/2025
Status report supplements	3/1/2027
Quarterly region engagement meetings	Summer 2023 – Summer 2025
Semiannual region meetings	Fall 2025 – Fall 2027

Attending E&E Quarterly Intergovernmental Coordination Meetings	Summer 2023 – Fall 2027
---	-------------------------

This letter does not waive, revoke, or modify any other requirement agreed to by DEQ or City of Fort Smith in MOA # CPRG-CFS-002.

Sincerely,



Demetria Kimbrough
Associate Director, Office of Air Quality
Division of Environmental Quality
5301 Northshore Dr.
North Little Rock, AR 72118



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Eric Garvin, Acting Chief Human Resources Officer
DATE: July 15, 2025
SUBJECT: Ordinance Establishing Pay Rates and Related Procedures for City Engineers

SUMMARY

Attached is an updated ordinance establishing pay rates and related procedures for engineers within the engineering departments (Civil and Utilities) and other City employees currently holding a professional engineering license.

The recommended engineering pay structure, to become effective July 21, 2025, establishes a separate pay schedule for engineers within the engineering departments and other City employees currently holding a professional engineer license. The new pay schedule recognizes the specialized nature of their work and unique pay requirements when considering the market-based competition for hiring and retaining skilled project engineers. Funds for salary increases for existing employees holding the required professional engineer license are already incorporated into the 2025 budget.

Please contact me if you have questions regarding this agenda item.

ATTACHMENTS

1. [Engineering_Salary_Ordinance_07222025.pdf](#)
2. [Appendix D - Engineering Pay Schedule.pdf](#)

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING PAY RATES AND RELATED PROCEDURES FOR
CITY ENGINEERS**

**BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE CITY
OF FORT SMITH, THAT:**

SECTION 1: Pay Rates for Engineering Employees

- A. Effective July 21, 2025, all certified professional engineers within the engineering departments (Civil and Utilities) shall be paid based on the pay grade ranges as shown in Appendix D for the remaining compensation year 2025. The compensation year is the period beginning on the first day of the first full pay period in April of the current year through the last day of the last full pay period that begins in March of the following year.
- B. Effective July 21, 2025, all certified professional engineers within the engineering departments (Civil and Utilities) hired by the City on or after July 21, 2025, will be offered the minimum rate of the pay range associated with the grade of the position offered; however, with approval of the Director, Human Resources and City Administrator, an applicant can be offered a different competitive market rate within the respective pay grade in an effort to hire highly qualified individuals.
- C. Effective July 21, 2025, current city employees holding a professional engineer license (PE) that may benefit the City from time to time in the course of their city-related work will be paid based on the pay grade ranges as shown in Appendix D for the remaining compensation year 2025.
- D. Performance evaluations will continue through 2025.

SECTION 2: Additional Compensation for Non-Engineering Employees Holding a Professional Engineering (PE) License

- A. Effective July 21, 2025, employees hired by the City on or after July 21, 2025 working outside of the engineering departments (Civil and Utilities) who currently hold a Professional Engineering (PE) license in Arkansas may receive up to an additional 7% of base compensation. The consideration and approval of additional compensation for non-engineering employees holding a PE will be reviewed on a case-by-case basis by the Director, Human Resources and City Administrator. Licensure must be maintained, or additional compensation will be eliminated.

This Ordinance PASSED and APPROVED this _____ day of July, 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:



No Publication Required

City of Fort Smith
Engineering
Pay Schedule - 2025
(effective: 07/21/2025)

	Entry	Midpoint	Maximum		Entry	Midpoint	Maximum		Entry	Midpoint	Maximum
E01				E03				E05			
Annual	\$ 75,000.12	\$ 83,333.38	\$ 91,666.64	Annual	\$ 105,000.22	\$ 116,666.68	\$ 128,333.40	Annual	\$ 135,000.06	\$ 150,000.24	\$ 165,000.16
Bi-Weekly	\$ 2,884.62	\$ 3,205.13	\$ 3,525.64	Bi-Weekly	\$ 4,038.47	\$ 4,487.18	\$ 4,935.90	Bi-Weekly	\$ 5,192.31	\$ 5,769.24	\$ 6,346.16
Hourly	\$ 36.0577	\$ 40.0641	\$ 44.0705	Hourly	\$ 50.4809	\$ 56.0897	\$ 61.6987	Hourly	\$ 64.9039	\$ 72.1155	\$ 79.3270
E02				E04				E06			
Annual	\$ 90,000.04	\$ 100,000.16	\$ 110,000.28	Annual	\$ 120,000.14	\$ 133,333.46	\$ 146,666.52	Annual	\$ 150,000.24	\$ 166,666.76	\$ 180,000.08
Bi-Weekly	\$ 3,461.54	\$ 3,846.16	\$ 4,230.78	Bi-Weekly	\$ 4,615.39	\$ 5,128.21	\$ 5,641.02	Bi-Weekly	\$ 5,769.24	\$ 6,410.26	\$ 6,923.08
Hourly	\$ 43.2693	\$ 48.0770	\$ 52.8847	Hourly	\$ 57.6924	\$ 64.1026	\$ 70.5128	Hourly	\$ 72.1155	\$ 80.1282	\$ 86.5385

Grade E01 - Project Engineer in Training (EIT) - Two (2) years previous engineering experience and registered as a Professional Engineer (PE) Intern in the State of Arkansas*

Grade E02 - Project Engineer I - Two (2) years previous engineering experience and already be a registered Professional Engineer (PE) in the State of Arkansas*

Grade E03 - Project Engineer II - Five (5) years previous engineering experience and already be a registered Professional Engineer (PE) in the State of Arkansas*

Grade E04 - Senior Project Engineer - Seven (7) years previous engineering experience and already be a registered Professional Engineer (PE) in the State of Arkansas*

Grade E05 - Department Deputy Director Engineer - Ten (10) years previous engineering experience and already be a registered Professional Engineer (PE) in the State of Arkansas*

Grade E06 - Department Director Engineer - More than Ten (10) years previous engineering experience and already be a registered Professional Engineer (PE) in the State of Arkansas*

** or able to become registered in the State of Arkansas within twelve (12) months of employment*



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Stan Snodgrass, Director Of Engineering
DATE: July 16, 2025
SUBJECT: 2025 Sales Tax Program - Streets, Bridges and Associated Drainage Improvements Engineering Services Agreements

SUMMARY

This item includes the approval of engineering services agreements for the design of three projects detailed in the 2025 CIP. The 2025 Sales Tax Program for streets, bridges and associated drainage improvements will provide funding for the associated streets and storm drainage work. Included in this work is the rehabilitation of existing sanitary sewer. The sanitary sewer design will be consent decree work and will be funded by the 5/8% Sales and Use Tax. A project information summary providing specific details for each project along with location maps are also attached.

The professional services qualifications on file with the City Clerk's office were reviewed and a summary of the selected firms is also attached. The cost for the engineering services is set at a maximum not to exceed fee as noted on the resolution and payment will be based on hourly rates for the actual hours worked on the project.

These projects align with the goals of the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-4.1 (Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems), TI-4.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs) and NCR-2.6 (Reduce stormwater runoff and flooding).

The attached Resolution authorizes the Mayor to execute these engineering services agreement for the design services. I recommend that the Resolution be adopted by the Board at the next regular meeting.

ATTACHMENTS

1. [2025_ESAs_Part_2_Resolution_0072225.pdf](#)
2. [2025 ESAs Part 2 Exhibits 072225.pdf](#)
3. [25-03-B Hawkins Weir Engineers Agreement \\$291,250.00 7-22-25.pdf](#)
4. [25-03-C Bixey Agreement \\$402,000.00 7-22-25.pdf](#)
5. [25-03-D Mickle Griffin Agreement \\$535,460.00 7-22-25.pdf](#)

FISCAL IMPACT: \$1,228,710.00

BUDGET INFORMATION: *Budgeted / Engineering - Sales Tax Program*

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ENGINEERING SERVICES
AGREEMENTS FOR THE DESIGN OF PROJECTS IN THE
2025 STREETS, BRIDGES AND ASSOCIATED DRAINAGE SALES TAX PROGRAM**

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

SECTION 1: The Mayor is authorized to execute engineering services agreements for the design of the following projects in the 2025 Streets, Bridges and associated Drainage Sales Tax Program utilizing the one cent sales tax proceeds.

Project No.	Description	Engineering Firm	Maximum Fee
25-03-B	Street Overlays/Reconstruction Phase B	Hawkins-Weir Engineers Fort Smith, AR	\$291,250.00
25-03-C	Street Overlays/Reconstruction Phase C	Brixy Engineering Fort Smith, AR	\$402,000.00
25-03-D	Street Overlays/Reconstruction Phase D	Mickle Griffin. LLC Fort Smith, AR	\$535,460.00

SECTION 2: Payment for engineering services authorized by Section 1 is hereby authorized from the Sales Tax Fund (1105).

This Resolution adopted this _____ day of July, 2025.

APPROVED:

Mayor

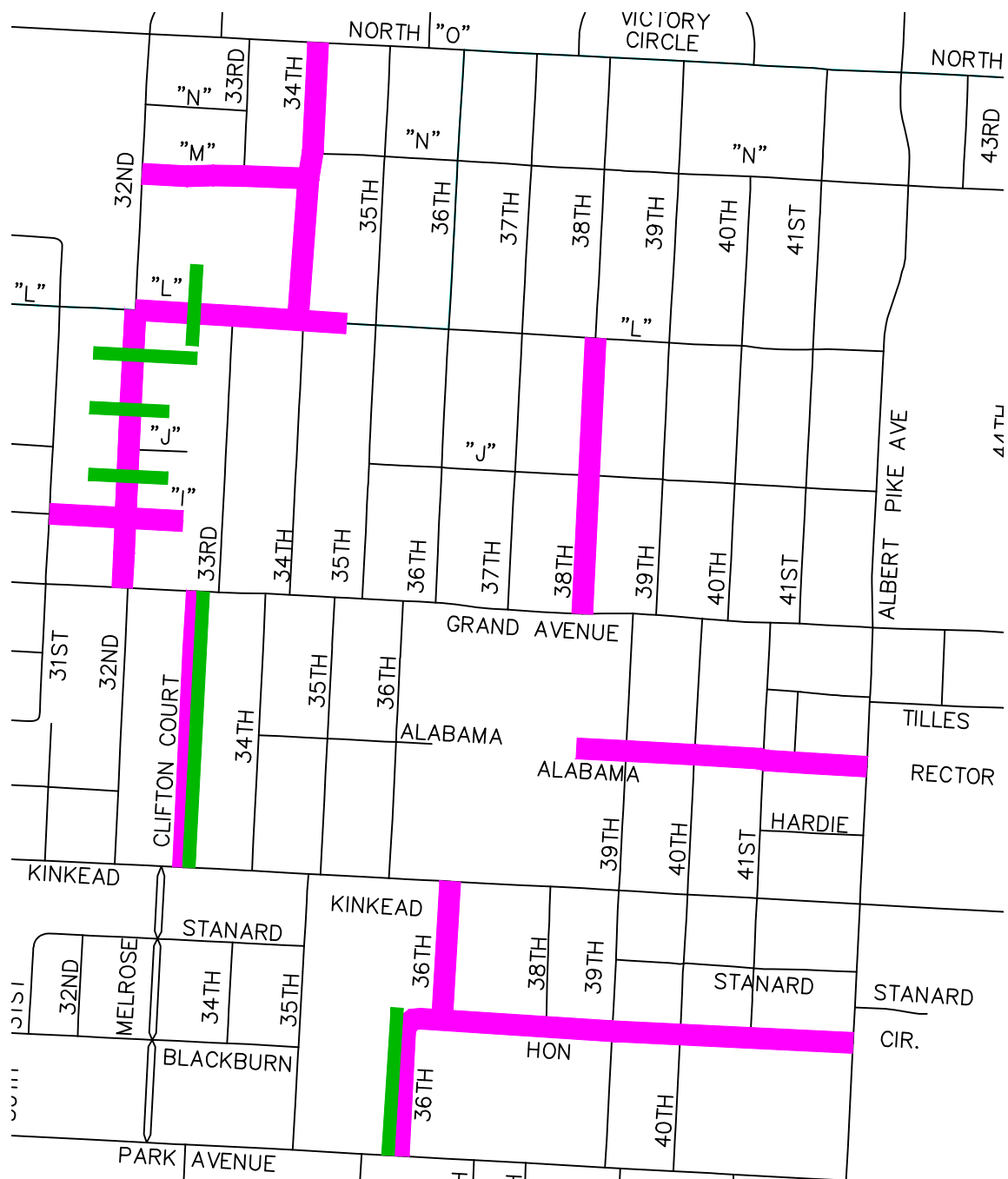
ATTEST:

City Clerk

Approved as to Form:



No Publication Required



SANITARY SEWER



OVERLAY



2025 CAPITAL IMPROVEMENTS PROGRAM

STREET IMPROVEMENTS

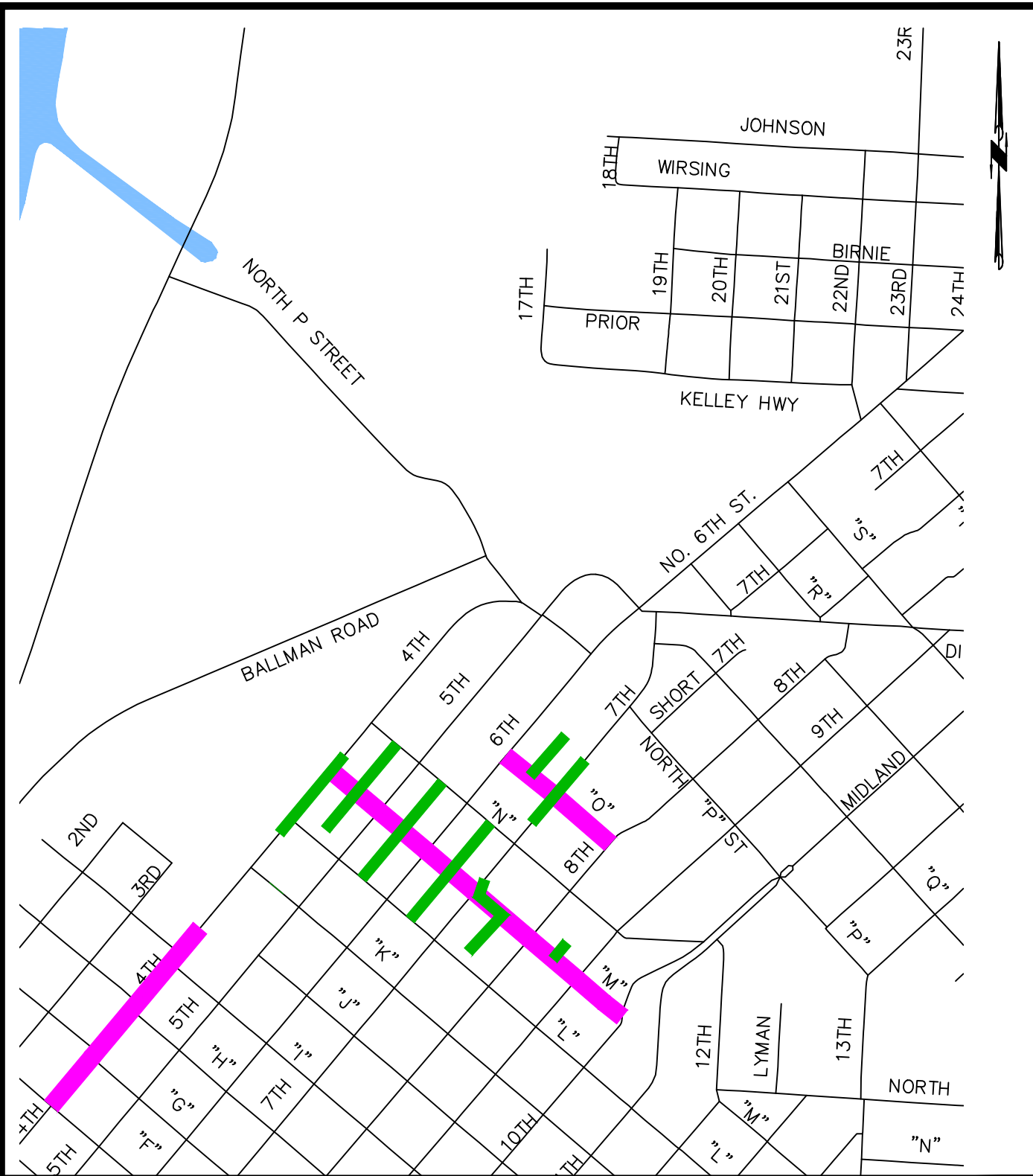


Project: 25-03-B (EAST)

Date: JUNE 2025

Scale: NONE

Drawn By: RBR



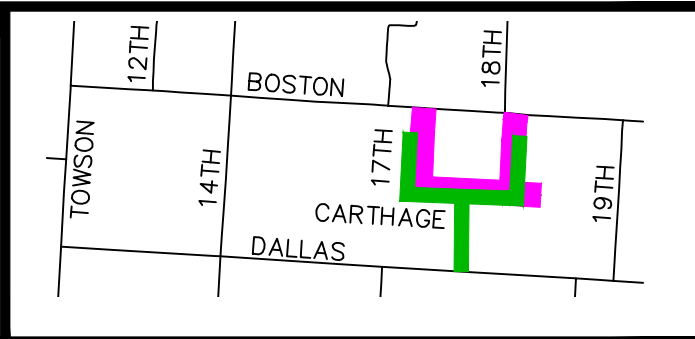
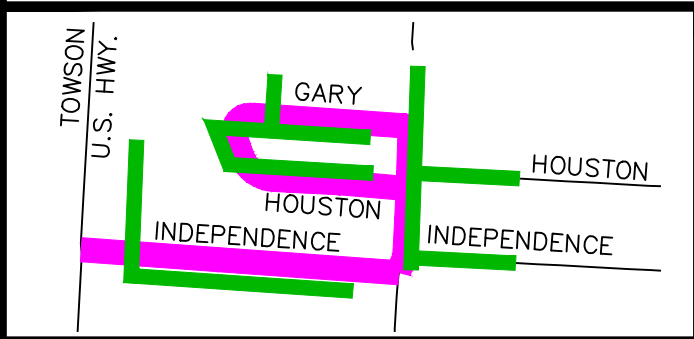
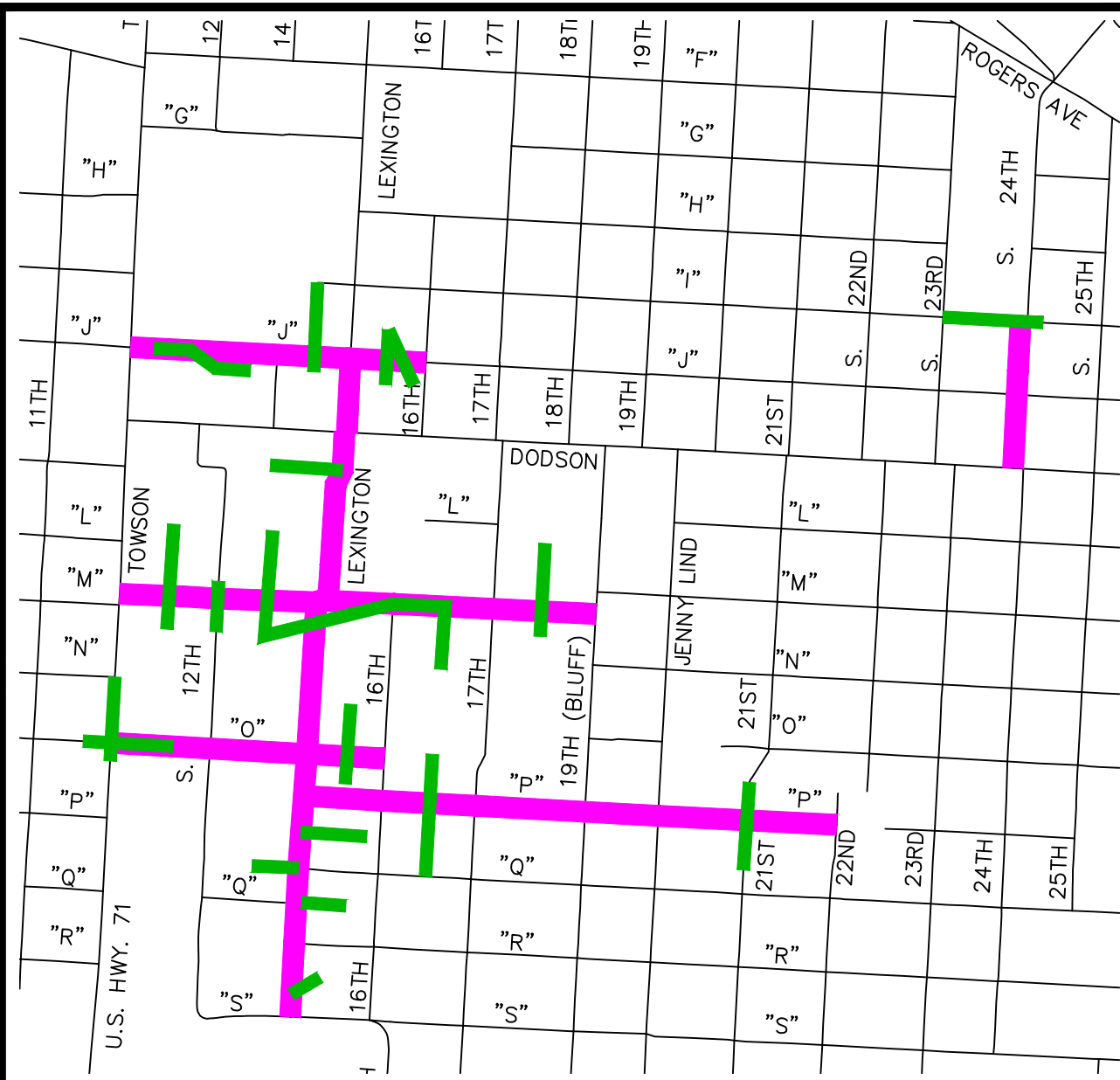
SANITARY SEWER

OVERLAY

2025 CAPITAL IMPROVEMENTS PROGRAM
STREET IMPROVEMENTS



Project:	25-03-B (WEST)
Date:	JUNE 2025
Scale:	NONE
Drawn By:	RBR

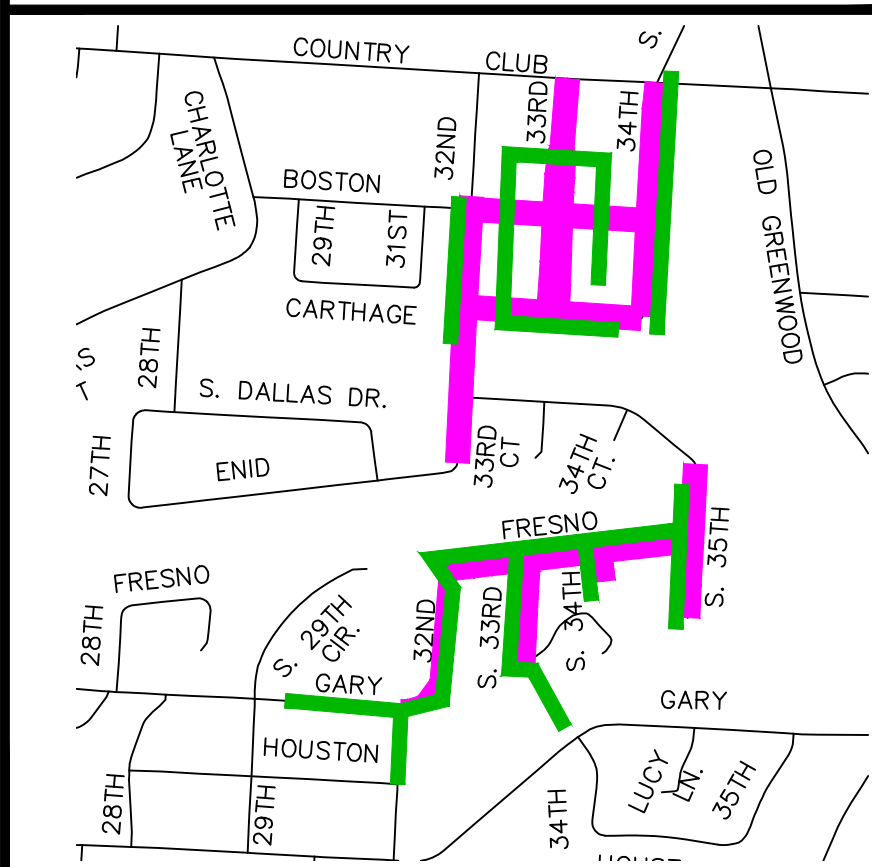


SANITARY SEWER
OVERLAY

2025 CAPITAL IMPROVEMENTS PROGRAM
STREET IMPROVEMENTS



Project:	25-03-C
Date:	JUNE 2025
Scale:	NONE
Drawn By:	RBR



OVERLAY



Drawn By: RBR

PROJECT INFORMATION SUMMARY

Project No. 25-03-B Street Overlays / Reconstruction, Phase B

Design Engineer: Hawkins-Weir Engineers, Fort Smith, AR

This project includes the overlay/reconstruction of 2.9 miles of streets. The project also includes planned Consent Decree utility work for 7,738 linear feet sanitary sewer lines and 60 manholes which needs to be completed prior to the street resurfacing. A map showing the location of the proposed street and sewer work is attached. The total cost for the engineering services agreement is \$291,250 which consists of \$150,900 for the street overlay design work and \$140,350 for the sanitary sewer utility design work. The cost for the work on the sanitary sewer lines and manholes will be reimbursed to the street sales tax fund from the utility department once the project is complete. The preliminary construction cost is \$2.6 million for the street overlay work and \$1,160,700 for the sanitary sewer utility work.

Project No. 25-03-C Street Overlays / Reconstruction, Phase C

Design Engineer: Brixey Engineering, Fort Smith, AR

This project includes the overlay/reconstruction of 3.1 miles of streets. The project also includes planned Consent Decree utility work for 11,536 linear feet sanitary sewer lines and 100 manholes which needs to be completed prior to the street resurfacing. A map showing the location of the proposed street and sewer work is attached. The total cost for the engineering services agreement is \$402,000 which consists of \$152,000 for the street overlay design work and \$250,000 for the sanitary sewer utility design work. The cost for the work on the sanitary sewer lines and manholes will be reimbursed to the street sales tax fund from the utility department once the project is complete. The preliminary construction cost is \$2.9 million for the street overlay work and \$1,730,400 for the sanitary sewer utility work.

Project No. 25-03-D Street Overlays / Reconstruction, Phase D

Design Engineer: Mickle Griffin, LLC, Fort Smith, AR

This project includes the overlay/reconstruction of 3.0 miles of streets. The project also includes planned Consent Decree utility work for 13,901 linear feet sanitary sewer lines and 142 manholes which needs to be completed prior to the street resurfacing. A map showing the location of the proposed street and sewer work is attached. The total cost for the engineering services agreement is \$535,460 which consists of \$187,528 for the street overlay design work and \$347,932 for the sanitary sewer utility design work. The cost for the work on the sanitary sewer lines and manholes will be reimbursed to the street sales tax fund from the utility department once the project is complete. The preliminary construction cost is \$2.8 million for the street overlay work and \$2,085,150 for the sanitary sewer utility work.

ENGINEERING SERVICES AGREEMENTS
CONSULTANT SELECTION - 2025 CAPITAL IMPROVEMENTS PROGRAM

Project No.	Description	Selected Firm	Qualified Firm	Qualified Firm
25-03-B	Street Overlays / Reconstruction, Phase B	Hawkins Weir	Brixey	Mickle Griffin
25-03-C	Street Overlays / Reconstruction, Phase C	Brixey	McClelland	Garver
25-03-D	Street Overlays / Reconstruction, Phase D	Mickle Griffin	Halff	McClelland

Determination of the selected firm based upon review of consultant qualifications statements on file in the City Clerk's office, considering experience with respect to the type of services required, capacity and capability to perform the work, past record of performance and familiarity with the area in which the project is located.

AGREEMENT
BETWEEN
CITY OF FORT SMITH, ARKANSAS
AND
HAWKINS-WEIR ENGINEERS, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____ between the City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER) and Hawkins-Weir Engineers, Inc. (ENGINEER). OWNER intends to construct street improvements in the City of Fort Smith, identified as "Capital Improvements Program, Street Overlay/Reconstruction, Project No. 25-03-B, in the 2025 Sales Tax Program" and more specifically described and outlined in Exhibit "B" (hereinafter called the Project).

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

SECTION 1 - BASIC SERVICE OF ENGINEER

1.1 General.

ENGINEER shall:

- 1.1.1. Perform professional services, as herein stated.
- 1.1.2. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
- 1.1.3. Advise OWNER as to the necessity of OWNER's providing data or services of the type described in SECTION 3 which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.
- 1.1.4. Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.
- 1.1.5 Arrange access to and make provisions to enter upon public and private property for ENGINEER to perform his services.

1.2 Concept Design Phase.

1.2.1. After written authorization to proceed with the Concept Design Phase, ENGINEER shall:

- 1.2.1.1. Develop a program for subsurface investigations and material testing and submit to OWNER for approval. Upon approval of program, conduct subsurface investigations including borings, subsurface explorations, sampling, laboratory and field tests, and professional interpretation of all of the foregoing subsurface data.
- 1.2.1.2. Perform all field surveys necessary for the design of the Project, including but not limited to cross-sections, topographic, utility, property, boundary, easement and right-of-way surveys.
- 1.2.1.3. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.
- 1.2.1.4. Prepare a Report which will, as appropriate, contain schematic layouts, conceptual design criteria, and conceptual plans to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. Concept plan documents will consist of

topographic base sheets showing existing conditions, proposed concept plans, sections and details as outlined in Exhibit A "Further Description of Basic Engineering Services and Related Matters". This report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution recommended for the Project with each component separately itemized, including the following: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and other related services provided by ENGINEER.

1.2.1.5. Furnish three copies of the concept plans and documents and present and review them in person with OWNER.

1.2.2. The duties and responsibilities of ENGINEER during the Concept Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matter".

1.2.3. ENGINEER's services under the Concept Design Phase shall each be considered complete at the earlier of (1) the date when the submissions have been approved by OWNER or (2) thirty days after the date when submissions are delivered to OWNER for approval. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.3 Preliminary Design Phase

1.3.1. After written acceptance by OWNER of the Report and Concept plans, selection by OWNER of a recommended solution, indication of any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER to proceed with Preliminary Design Phase, Engineer shall:

1.3.1.1. On the basis of the above selection of a recommended solution and specified modifications, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, special conditions and design data.

1.3.1.2. Where additional right-of-way is required, prepare right-of-way plans with sufficient details and dimensions to allow Owner to evaluate proposed easements and right-of-way.

1.3.1.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.1.4. Furnish three copies & one reproducible set of the above preliminary design documents and present and review them in person with OWNER.

1.3.2. The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matter".

1.3.3. ENGINEER's services under the Preliminary Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been approved by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final approval, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities, if any, having jurisdiction over design criteria applicable to the Project. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.4 Final Design Phase.

1.4.1. After written acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER to proceed with Final Design Phase, ENGINEER shall:

1.4.1.1. On the basis of the approved preliminary design documents, with indicated modifications, and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.1.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities, if any, as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.1.3. Revise and/or finalize right-of-way plans with sufficient details and dimensions. Prepare legal descriptions for Easements or Right-of-ways.

1.4.1.4. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.1.5. Utilizing standard Owner forms, prepare for review and approval by OWNER, its legal counsel and other advisors, bid forms, Special Conditions and Drawings for the Project construction Contract. Engineer shall assist in the preparation of other related documents.

1.4.1.6. Furnish three copies & one reproducible set of the full-size plans and one reproducible set of the reduced-sized plans and present and review them in person with OWNER.

1.4.2. The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemental as indicated in Exhibit A "Further Description and Basic Engineering Services and Related Matters".

1.4.3. ENGINEER's services under the Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been approved by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final approval, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities, if any, having jurisdiction over design criteria applicable to the Project. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.5 Bidding or Negotiating Phase.

1.5.1. After written approval by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall:

1.5.1.1. Attend Pre-Bid conference, if any.

1.5.1.2. Upon request by OWNER, provide interpretation to OWNER of bid forms, plans and Special Conditions in response to questions by CONTRACTORS. Provide additional data and assist in preparation of Addenda, as appropriate to clarify, correct, or change the Bidding documents, for issuance by OWNER prior to receipt of construction bids.

1.5.1.3. Attend the bid opening.

1.5.1.4. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.1.5. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.2. The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5.3. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

1.6 Construction Phase.

1.6.1. The Construction Phase will commence with the execution of the first prime contract for the work of the Project or any part thereof, and will terminate upon the latter of submittal of completed Record Drawings or approval by OWNER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract. During the Construction Phase ENGINEER shall:

1.6.1.1. Participate in Pre-Construction conference prior to commencement of construction.

1.6.1.2. Upon request by OWNER, consult with and advise OWNER on matters described in the Contract Documents.

1.6.1.3. Erect or install sufficient control monuments, reference points and base lines to enable the Contractor(s) to proceed with the layout of the work.

1.6.1.4. Upon request by OWNER, consult and advise OWNER on necessary clarifications and interpretations of the Plans and Special Conditions as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Plans and Special Conditions.

1.6.1.5. Attend Project meetings as requested by OWNER, and make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and inform the OWNER of work failing to conform to the Contract Documents. The ENGINEER shall

maintain a log of the site visits showing date, time of arrival and departure, purpose of the visit, and the person contacted (inspector, contractor, superintendent, etc.). A copy of the log shall be provided monthly to the OWNER.

1.6.1.6. Review and approve (or take the appropriate action in respect of) Shop Drawings (as that term is defined in the Standard Specifications) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given to the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.6.1.7. In conjunction with OWNER, conduct both an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents to the best of the ENGINEER's knowledge and based upon the extent of the services provided by ENGINEER under this agreement.

1.6.2. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1.1 through 1.6.1.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him as required by this Agreement or in the Contract Documents.

1.6.3. The duties and responsibilities of ENGINEER during the Construction Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary for Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters". These services will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3. Services resulting from the award of additional 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 days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.5. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.6. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.7. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

2.1.8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

2.1.9. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; furnish copies of design and construction standards which OWNER will require Project to be designed in accordance with; and furnish Special Conditions template which Engineer will be required to modify to meet the specific needs of the Project.

3.2. Assist ENGINEER by making reasonably available for Engineer's use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.

3.4. This section deleted and moved to Section 1.1.5.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6. Furnish approvals and permits from all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the Work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, render decisions relative to the Project (except time and compensation issues under this Agreement and any Project construction Contract), and interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and

systems pertinent to ENGINEER's services.

3.9. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect in the work of Contractor(s).

3.10. Furnish, or direct ENGINEER to provide, necessary Additional Services as reasonably stipulated in Section 2 of this Agreement or other services as required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

3.12. Prepare Easement or Right-of-Way Deeds for and obtain additional rights-of-way required for the Project unless that service is identified as an Engineer basic service under Section 1.

3.13. Compile and print contract documents, specifications and construction plans; prepare and publish an Advertisement for Bids; receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the OWNER's governing body for approval of construction and testing contracts.

3.14. Compile contracts, bonds, certificates of insurance and other related contractual documents for review by the OWNER's legal counsel and execution by the appropriate parties.

3.15. Schedule and conduct the pre-construction conference and issue the construction notice to proceed.

3.16. Provide a full-time Resident Project Representative assigned to the project for the duration of the construction.

3.17. Prepare and obtain execution of periodic construction pay estimates, change orders, field change orders, final pay estimates and related documents.

3.18. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples and materials required by the Contract Documents during the Construction Phase with professional interpretation thereof.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation may be adjusted appropriately.

4.3 If OWNER fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days after completion of the Final Design Phase, ENGINEER may request that his services be suspended under this Agreement.

4.4 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall, on written request to OWNER (but without termination of this Agreement), be paid as provided in paragraph 5.3. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for in Exhibit C "Engineer's Hourly Rates" of this Agreement shall be subject to renegotiation.

4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently.

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (except as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees times ENGINEER's Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates" for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. For ENGINEER's Consultant charges the OWNER shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00. The maximum payment to the ENGINEER for Basic Services and Reimbursable Expenses under this Agreement shall not exceed \$291,250.00.

5.1.1.1. Payment Schedule. Payment for a specific phase shall not exceed the following scheduled amount prior to completion of that phase:

	<u>Roadway</u>	<u>Utilities</u>	<u>Total</u>
Preliminary Design Phase (Sec. 1.3)	<u>\$ 99,600</u>	<u>\$ 0</u>	<u>\$ 99,600</u>
Final Design Phase (Sec. 1.4)	<u>\$ 48,300</u>	<u>\$111,150</u>	<u>\$ 159,450</u>
Engineering Design Subtotal	<u>\$ 147,900</u>	<u>\$111,150</u>	<u>\$ 259,050</u>
Bidding or Negotiating Phase (Sec. 1.5) and Construction Phase (Sec. 1.6)	<u>\$ 2,500</u>	<u>\$ 0</u>	<u>\$ 2,500</u>
Reimbursables (Sec. 5.4.2)	<u>\$ 500</u>	<u>\$ 29,200</u>	<u>\$ 29,700</u>
Total Contract Amount	<u>\$ 150,900</u>	<u>\$140,350</u>	<u>\$ 291,250</u>

5.1.2. For Additional Services. Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by OWNER prior to rendering of same. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For services of ENGINEER's employees engaged directly on the Project pursuant to paragraphs 2.1.1 through 2.1.9, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees time Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates", with the maximum amount paid not to exceed the amount approved by OWNER.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.8, the amount billed to ENGINEER therefor times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.6, at the Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates". Compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will also be the Hourly Rates as shown on the attached Exhibit C, Engineer's Hourly Rates".

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of Reimbursable expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved in writing by the OWNER prior to the incurrence of such expenses.

5.1.4. The terms "Hourly Rates" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.

5.2 Times of Payment.

ENGINEER shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on ENGINEER's Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates" for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the project. OWNER shall make payment of approved amounts within 60 days after receipt of the statements.

5.3 Other Provisions Concerning Payments.

In the event of termination by OWNER under Section 6 during any phase or task of the Basic Services, progress payments due ENGINEER for services rendered to the date of termination shall constitute total payment for Engineer's services. In the event of any such termination, ENGINEER will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.

5.4 Definitions.

5.4.1. The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists 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 mean the actual expenses incurred directly or indirectly in connection with the Project for: (1) printing and reproduction costs in excess of that specified in Section 1; and (2) utility line excavation and backfill, if any. Any and all expenditures for Reimbursable Expenses must be approved in writing by the OWNER prior to rendering or obtaining same. Additionally, the following items, not all inclusive, are not considered Reimbursable Expenses: mileage and transportation, subsistence, toll telephone calls, postage and overtime salary costs.

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

A. Suspension.

By Owner: Owner may suspend services under this Agreement upon seven days written notice to Engineer.

By Engineer. If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

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

1. For convenience, with or without cause by the Owner's absolute sole discretion, by Owner effective upon Engineer's receipt of written notice from Owner.

2. 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.B.2.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.

C. Effective Date of Termination. The terminating party under paragraph 6.1.B. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents.

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

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

7.2 Controlling Law and Venue.

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

7.3 Successors, Assigns, and Beneficiaries.

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.3.B, the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

7.4 Access To Records.

The ENGINEER and any Subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the term of this Agreement or any construction contract period, and for three (3) years from the date of final payment under this Agreement or any construction contract, for inspection by authorized representatives of the OWNER, or any governmental agency providing any portion of project funding, and copies thereof shall be furnished, if requested.

7.5 Standards of Performance

7.5.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

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

7.6 Insurance

7.6.1 Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Engineer shall each deliver to the Owner certificate(s) of insurance evidencing the coverages indicated. Such certificate(s) shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of this Agreement.

7.6.2. Engineer's insurance shall include the designated types and coverage limits:

7.6.2.a Workers' Compensation – Limits as required by controlling law;

7.6.2.b Professional liability - Each claim made and annual aggregate limit of not less than \$1 Million;

7.6.2.c Automobile liability - Each claim made and annual aggregate limit of not less than \$1 Million;

7.6.2.d General liability - Each claim made and annual aggregate limit of not less than \$1 Million.

7.7 Indemnification.

7.7.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner and its agents and employees from and against all claims, 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 claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be liable, regardless of whether or not it is caused in part by Owner.

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

7.11 Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.12 Counterparts and Electronic Signatures. 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.

SECTION 8 - EXECUTION

8.1 This Agreement (consisting of pages 1 through 20, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Owner:

City of Fort Smith, Arkansas

By: _____

Title: Mayor

Date Signed: _____

Engineer:

Hawkins-Weir Engineers, Inc.

By: Brett D. Peters

Title: President and CEO

Date Signed: 06/20/2025

Engineer License or Certificate No. 101

State of: Arkansas

Address for giving notices:

City of Fort Smith
C/O Stan Snodgrass, P.E., Engineering Director

P.O. Box 1908
623 Garrison Ave., Rm 409
Fort Smith, AR 72902

Designated Representative (see Section 3.8):

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Address for giving notices:

Hawkins-Weir Engineers, Inc.
C/O J. Kyle Salyer, P.E., P.S.

P.O. Box 648
110 South 7th Street
Van Buren, AR 72957

Designated Representative (see Section 3.8):

J. Kyle Salyer

Title: Vice President

Phone Number: (479) 474-1227

Facsimile Number: (479) 474-8531

E-Mail Address: kyle.salyer@hawkins-weir.com

EXHIBIT A

2025 CAPITAL IMPROVEMENTS PROGRAM STREET OVERLAY/RECONSTRUCTION PROJECT NO. 25-03-B

Further Description of Basic Engineering Services and Related Matters.

1. **Scope**

The Basic Services of the Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 1 of the Agreement are stipulated as indicated below.

2. **Topographic Surveys**

- a. Establish base line (with references) along existing roadway. Identify stationing on centerline at 100 foot intervals.
- b. For areas other than reconstruction, field instrument survey shall be waived and street length and width may be measured with a measuring wheel. Establish base line (with references) along existing roadway with centerline marked at 100 foot intervals.
- c. Locate all structures, streets, driveways, storm drains and other features within the right-of-way and show on plans without stations or dimensions. Areas of reconstruction shall be accurately located and dimensioned except that stationing of curb repair/replacement is not required.
- d. All instrument surveys to be performed to a minimum of third order accuracy.
- e. Set temporary bench marks where applicable.

3. **Utility Surveys and Coordination**

- a. As needed for any reconstruction, obtain location and size of existing overhead and underground utilities from the utility companies.
- b. Visually field locate utilities within the project area.
- c. Using utility field survey data, plot existing utilities on plans without stations or dimensions, except as needed for reconstruction and/or relocation.
- d. Attend meetings with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. A City representative will arrange all meetings with utility companies.

4. **Concept Design Phase**

Deleted in its entirety.

5. **Preliminary Design Phase**

- a. Perform all field surveys necessary as listed above.
- b. Prepare plan drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 40 feet or larger. Include the following information:
 - (1) Survey data, centerline and stations, existing improvements, existing right-of-way, and structures.
 - (2) Existing and proposed pavement sections.
 - (3) Construct handicap ramps at curb returns only where sidewalk exists. No sidewalk improvements are to be made beyond the limit of curb returns unless otherwise needed due to reconstruction.
 - (4) Provide list of details to be incorporated into plans.
 - (5) Draft preliminary notes on plans to fully describe the construction work to be performed.
- c. Prepare draft copy of special provisions (special conditions) to the construction specifications.
- d. Prepare cost estimates for preliminary design.
- e. Provide design report including calculations and support data.

6. **Final Design Phase**

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, and other items.
- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings utilizing the City of Fort Smith format and standard detail drawings where applicable.
- c. As needed, prepare storm water pollution prevention plan in accordance with the requirements of ADEQ General Permit ARR150000, Part II, Section A.4.
- d. Prepare final special provisions (special conditions) to the construction contract.

- e. Calculate construction quantities in accordance with the City of Fort Smith standard construction specifications and format and submit copy of calculations. Calculations should be itemized by plan sheet and show any assumptions or contingencies used.
- f. Provide construction bid proposal form. Provide a computer disk containing the bid proposal form in accordance with City of Fort Smith format(s).
- g. Prepare a recommendation of construction contract time.
- h. Prepare schedule of construction quality control testing.
- i. Prepare construction cost estimate.

7. **Construction Phase**

- a. As needed for reconstruction areas, establish centerline (with references) along existing roadway.
- b. Engineer is prohibited from contracting with others to provide additional construction staking services in relation to this project.

8. **General**

- a. All work designed as part of this contract shall comply with the following documents, including any revisions or errata: City of Fort Smith Minimum Street Standards (July 1, 2020), City of Fort Smith "2011 Storm Drainage Standards" (October 2011), City of Fort Smith "Standard Specifications for Public Works Construction" (October 2018), and City of Fort Smith "Standard Drawings" (November 2012).
- b. Plans shall be reducible, and legible, to scalable half size plans on 11"x17" sheets. Two sets of reproducible plans (one half and one full size) will be provided along with plans on a computer disk in AutoCAD 2018 or earlier, format. Computer generated plans, and submitted disk, shall follow acceptable standards of drafting.
- c. Record drawings will be provided by the Engineer.
- d. Attend meetings with Owner and Agencies for plan review project coordination, and right-of-way.

9. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER within the following specified times following written authorization to proceed with that phase of services.

<u>Phase</u>	<u>Calendar Days After Receipt of Notice</u>
Preliminary Design Phase	60
Final Design	120

10. The ENGINEER should anticipate a 30 calendar day review period by the City staff between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
11. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract.
12. OWNER will provide construction administration including obtaining bids for construction and resident inspection of the project(s).
13. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.



Exhibit A
Scope of Services - Sewer
2025 Capital Improvements Program
Street Overlay Reconstruction
Fort Smith, Arkansas
Project No. 25-03-B
June 20, 2025



Project Description

The City of Fort Smith (City) has negotiated the terms of a Consent Decree (CD) with the US Department of Justice, the US Environmental Protection Agency (EPA), and the State of Arkansas to address Clean Water Act violations within the City's wastewater system. The object of the CD is for the City to achieve and maintain full compliance with the CD and regulations promulgated under the Clean Water Act and the City's NPDES Permits, with the goal of eliminating all sanitary sewer overflows. Pursuant to Paragraph 135 of the CD, the City and its consultants, contractors, and agents shall preserve, until a period of five (5) years after termination of the CD, all non-identical copies of all records and documents that relate in any manner to the City's performance of its obligations under the CD.

The objective of this scope of services is to provide professional engineering services to the City of Fort Smith related to rehabilitation of sewer mains shown for the 2025 Capital Improvements Program, Street Overlay Reconstruction. The Agreement for Professional Services will consist of preparation of final design documents. Hawkins-Weir Engineers, Inc. (HW) shall provide services as set forth below.

Task 1 – Final Design Phase

1. Field review of the 29-line segments on Attachment A associated with the street improvements as shown on Attachment A.
2. Field survey 29-line segments.
3. Establish horizontal and vertical control
4. Prepare rehabilitation plans for approximately 7,700 linear feet of sewer
5. Coordinate with the City's Utility Department to locate any water or sewer services that might be affected by the proposed project
6. Develop quantity tables.
7. Prepare property ownership map within the project area
8. Prepare special conditions and bid documents. FSWU will provide front end documents and technical specifications. Format for specifications will be the FSWU's Standard Specifications
9. Prepare permits including ARDOT, ADEQ, and FSED
10. Perform quality assurance review of design documents
11. Deliver four (4) half-size copies and one (1) electronic copy of the plans and specifications
12. Prepare Record Drawings of the completed project and provide one (1) full-size hard copy and (1) half-size copy and one (1) electronic copy for the Owner's archives

Tasks not included within the scope of services:

- Construction Phase Services
- Geotechnical Investigation



Exhibit A
Scope of Services - Sewer
2025 Capital Improvements Program
Street Overlay Reconstruction
Fort Smith, Arkansas
Project No. 25-03-B
June 20, 2025



Outside Services

The project is expected to require the services of two (2) sub-consultants: ARKUPS and Ace Pipe Cleaning. ARKUPS will locate underground utilities so they can be surveyed and accurately identified in the Contract Documents. Ace Pipe Cleaning will provide CCTV video and cleaning of the sewer mains.

Specialized Work

HW will prepare easement documents and provide documents to FSWU

HW will prepare any applicable permits including the City of Fort Smith Grading and Floodplain Development Permit, and the Arkansas Department of Transportation (ARDOT) Permit, if applicable. A USACE Section 404 Permit is not anticipated and, if required, will be considered Additional Services. If required, HW will also answer any questions that arise during the permitting process and produce any supplementary documentation that is required.

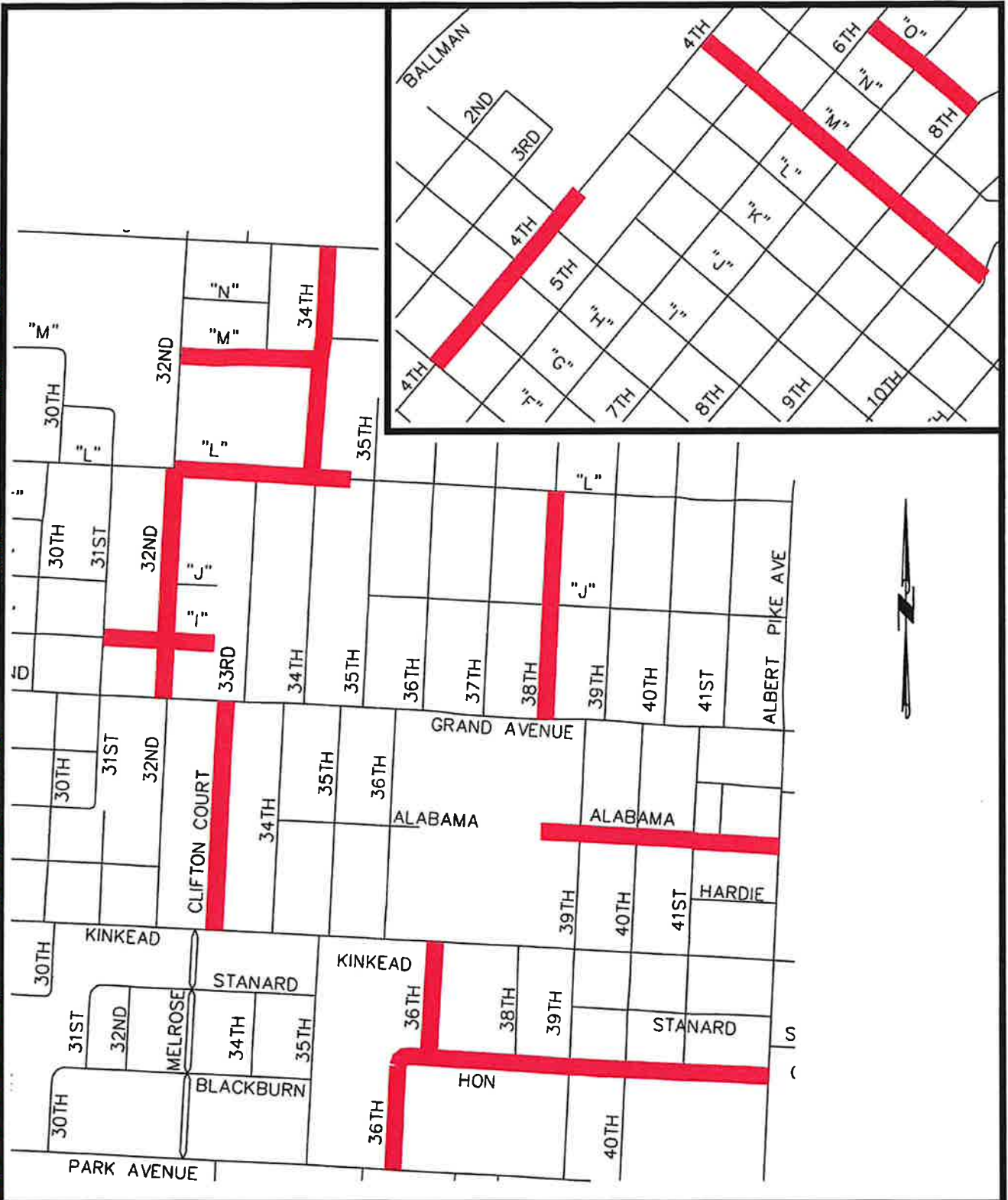
EXHIBIT B – OVERLAY

2025 CAPITAL IMPROVEMENTS PROGRAM STREET OVERLAY / RECONSTRUCTION PROJECT NO. 25-03-B

This project includes street overlay and railroad crossing improvements at the following locations:

- 4th Street – work includes overlay and repairs for approximately 1,392 LF of street from North F Street to North J Street
- North M Street – work includes overlay and repairs for approximately 2,131 LF of street from 4th Street to 10th Street
- North O Street – work includes overlay and repairs for approximately 763 LF of street from 6th Street to 8th Street
- North M Street – work includes overlay and repairs for approximately 798 LF of street from 32nd Street to 34th Street
- 34th Street – work includes overlay and repairs for approximately 1,350 LF of street from North L Street to North O Street
- North L Street – work includes overlay and repairs for approximately 468 LF of street from 32nd Street to 33rd Street
- North L Street – work includes overlay and repairs for approximately 687 LF of street from 33rd Street to 35th Street
- North I Street – work includes overlay and repairs for approximately 513 LF of street from 31st Street to End of Road
- Clifton Court – work includes overlay and repairs for approximately 1,324 LF of street from Kinkead Avenue to Grand Avenue
- 38th Street – work includes overlay and repairs for approximately 1,313 LF of street from Grand Avenue to North L Street
- Alabama Avenue – work includes overlay and repairs for approximately 1,157 LF of street from 39th Street to Albert Pike Avenue
- Alabama Avenue – work includes overlay and repairs for approximately 150 LF of street from End of Road to 39th Street
- 36th Street – work includes overlay and repairs for approximately 1,310 LF of street from Park Avenue to Kinkead Avenue
- Hon Avenue – work includes overlay and repairs for approximately 1,156 LF of street from 39th Street to Albert Pike Avenue
- Hon Avenue – work includes overlay and repairs for approximately 984 LF of street from 36th Street to 39th Street

G:\DRAWINGS\CIP\00-00 CIPALL\2024\ 2025 CIPALL MAP.dwg 10/1/24 RBR 25-03-B



2025 CAPITAL IMPROVEMENTS PROGRAM
STREET IMPROVEMENTS



Project:	25-03-B
Date:	OCT 2024
Scale:	NONE
Drawn By:	RBR

**2025 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAY/RECONSTRUCTION
25-03-B**

STREET	FROM	TO	LENGTH (ft)	COST	WIDTH
4TH ST.	NORTH F ST.	NORTH J ST.	1392	\$ 332,000	29
NORTH M ST.	4TH ST.	10TH ST.	2131	\$ 355,167	20
NORTH O ST.	6TH ST.	8TH ST.	763	\$ 127,167	20
NORTH M ST.	32ND ST.	34TH ST.	798	\$ 119,700	18
34TH ST.	NORTH L ST.	NORTH O ST.	1350	\$ 202,500	18
NORTH L ST.	32ND ST.	33RD ST.	468	\$ 70,200	18
NORTH L ST.	33RD ST.	35TH ST.	687	\$ 103,050	18
NORTH I ST.	31ST ST.	END OF ROAD	513	\$ 76,950	18
CLIFTON CT.	KINKEAD AVE.	GRAND AVE.	1324	\$ 220,667	20
38TH ST.	GRAND AVE.	NORTH L ST.	1313	\$ 218,833	20
ALABAMA AVE.	39TH ST.	ALBERT PIKE AVE.	1157	\$ 173,550	18
ALABAMA AVE.	END OF ROAD	39TH ST.	150	\$ 22,500	18
36TH ST.	PARK AVE.	KINKEAD AVE.	1310	\$ 218,333	20
HON AVE.	39TH ST.	ALBERT PIKE AVE.	1156	\$ 173,400	18
HON AVE.	36TH ST.	39TH ST.	984	\$ 147,600	18

**TOTAL LENGTH (FT) 15,496
TOTAL LENGTH (MILES) 2.9**

Total \$ 2,561,617



Sewer Line Segments for Rehabilitation
2025 CIP - Overlay / Reconstruction (Sewer)
Project No. 25-03-B
Revised 06.20.2025



Sub Basin	Lower MH	Upper MH	Footage	Engineering Project	Year	CCTV/Review	Possible Repair Type	Notes
P002	0140	0150	492	25-03-B		Y		North 4th Street
P002	1880	1920	351	25-03-B		Y		North M Street
P002	1920	1930	283	25-03-B		Y		North M Street
P002	1790	1820	354	25-03-B		Y		North M Street
P002	1820	1840	347	25-03-B		Y		North M Street
P002	1710	1750	349	25-03-B		Y		North M Street
P002	1750	1770	351	25-03-B		Y		North M Street
P003	0310	0320	166	25-03-B	2016 SSA (16-02)	Y		Pipe in Good Condition.
P003	0320	0330	284	25-03-B	2016 SSA (16-02)	Y		Joint offset from point repair @ 187' in.
P003	0150	0155	255	25-03-B	2016 SSA (16-02)	Y		No Video Found
P003	0220	0240	346	25-03-B	2016 SSA (16-02)	Y		Longitudinal Cracks at Crown. Minimal to no deformation. CIPP small belly at 110 to 125. Another small belly at 175. Crown deforms in the 80-110', 145' area
P003	0300	0310	65	25-03-B	2016 SSA (16-02)	Y		Hole at 6 feet. Longitudinal crack at crown multiple times.
P003	0280	0282	58	25-03-B	2016 SSA (16-02)	Y		Unable to Acces, P003-0282
P008	4020A	4020	30	25-03-B	2016	Y	CIPP	4020A also called 40187 - Single longitudinal crack in middle, CIPP Repair
P008	4010	4020A	398	17-13, Site 4 & 12	2016	Y	CIPP	4020A also called 40187 - Longitudinal cracks. CIPP?
P008	4020	4030	12	?	2016	Y	None	Pipe in Good Condition
P008	4020	4050	41	?	2016	Y	CIPP	Longitudinal crack. CIPP
P008	1760	1170?	205	17-13, Site 9	2016	Y	Point Repair	No Video Found, 1770 manhole number
P005	3080	3090	346	25-03-B	2016	Y	None	Pipe in Good Condition
			4,733					
P005	0710	0720	284	25-03-B	2016	N	Open Cut	Multiple fractures, multiple longitudinal cracks, may need a point repairs (roots under roadway)
P008	1780	1790	142	17-13, Line 65	2016	N	Open Cut	Material change, 1790 dead end line 142-feet west of 1780
P008	1780	1800	188	17-13, Line 64	2016	N	Open Cut	Multiple Material changes, some cracks and offsets
P008	0060	0070	462	17-13, Line 2	2016	N	Open Cut	Belly in roadway section. - Point repairs at 30 and 40 ft, 50ft, roots, collapse at 229
P008	0400	0410	370	?	2016	N	Open Cut	Root intrusion full length, check to see if we need to do something beyond cleaning at some point
P008	0460	0470	182	17-13, Line 7	2016	N	Open Cut	Point repairs and CIPP for pipe Fractured and deformed 5 feet
P008	0470	0480	367	17-13, Line 7	2016	N	Open Cut	Maybe need CIPP
P008	1770	1780	290	17-13, Line 7	2016	N	Open Cut	Point Repair needed. May need CIPP
P008	4030	4040	319	17-13, Line 27	2016	N	Open Cut	Holes in pipe, offset pipe with an angle
P008	4050	4060	372	17-13, Line 16	2016	N	Open Cut	Longitudinal cracks, Fracture 44', CIPP but may need point repair
			2,976					
TOTAL			7,709					

Z:\2525-03-B 2025 CIP - STREET OVERLAY RECONST. PHASE B - COFSIDRAWINGS\LOC MAP.DWG, 4/17/2025 11:05 AM, MIKE HENSON, LETTER



Van Buren (479) 474-1227 | Fort Smith (479) 242-4685 | Fayetteville (479) 455-2206 | Little Rock (501) 374-4846

www.hawkins-weir.com

EXHIBIT B - SEWER

APRIL 2025

N.T.S.

25-03-B



**Exhibit C (Overlay)
2025 Capital Improvements Program
Street Overlay / Reconstruction
Proposal Scope and Fee
Project No. 25-03-B**



2. Topographic Surveys

2025 CIP - STREET OVERLAY/RECONSTRUCTION 25-03-B

Task	Engr VII	Engr V	Engr II	GPS Survey	Dsgnr II	CAD/GIS Tech III	CAD/GIS Tech I	Total Hours	Total Cost
a. Establish baseline (with references) along centerline of existing roadway. Identify stationing on centerline at 100 foot intervals.	4			16				20	\$4,300
b. For areas other than reconstruction, field instrument survey shall be waived and street length and width may be measured with a measuring wheel. Establish base line (with references) along existing roadway with centerline marked at 100 foot intervals.	4	3.5	3.5	32	12			55	\$10,430
c. Locate all structures, streets, driveways, storm drains and other features within the right-of-way and show on plans without stations or dimensions. Areas of reconstruction shall be accurately located and dimensioned except that stationing of curb repair/replacement is not required.	4			40	12			56	\$10,720
d. All instrument surveys to be performed to a minimum of third order accuracy.								0	\$0
e. Set temporary bench marks where applicable.	4							4	\$1,100
Total Hours	16	3.5	3.5	88	24	0	0	135	
Total									\$26,550

3. Utility Surveys and Coordination

2025 CIP - STREET OVERLAY/RECONSTRUCTION 25-03-B

Task	Engr VII	Engr V	Engr II	GPS Survey	Dsgnr II	CAD/GIS Tech III	CAD/GIS Tech I	Total Hours	Total Cost
a. As needed for any reconstruction, Obtain location and size of existing overhead and underground utilities from the utility companies.	4	2	2	16	6			30	\$5,860
b. Visually field locate utilities within the project area.	4			8	8	8		28	\$4,740
c. Using utility field survey data, plot existing utilities on plans without stations or dimensions, except as needed for reconstruction and/or relocation.	2	4	4			24		34	\$4,930
d. Attend meetings with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. A City representative will arrange all meetings with utility companies.	2	2	2		2			8	\$1,570
Total Hours	12	8	8	24	16	32	0	100	
Total									\$17,100

5. Preliminary Design Phase

2025 CIP - STREET OVERLAY/RECONSTRUCTION 25-03-B

Task	Engr VII	Engr V	Engr II	GPS Survey	Dsgnr II	CAD/GIS Tech III	CAD/GIS Tech I	Total Hours	Total Cost
b. Prepare plan drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 40 feet or larger. Include the following information:									
(1) Survey data, centerline and stations, existing improvements, existing right-of-way, and structures.								0	\$0
(2) Existing and proposed pavement sections.	2	16	32		60			110	\$17,050
(3) Construct handicap ramps at curb returns only where sidewalk exists. No sidewalk improvements are to be made beyond the limit of curb returns unless otherwise needed due to reconstruction.	2	2	8		16			28	\$4,360
(4) Provide list of details to be incorporated into plans.	2	8	16		16			42	\$6,910
(5) Draft preliminary notes on plans to fully describe the construction work to be performed.	2	4	8		8			22	\$3,730
c. Prepare right-of-way information to include the following									
d. Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, addresses, temporary construction easements and related information	16	8	16		16			56	\$10,760
e. Provide complete information on plans for, and prepare legal descriptions for, acquisition of right-of-way and easements including residual or severed tracts	24	4	16		24			68	\$13,140
Total Hours	48	42	96	0	140	0	0	326	
Total									\$55,950



**Exhibit C (Overlay)
2025 Capital Improvements Program
Street Overlay / Reconstruction
Proposal Scope and Fee
Project No. 25-03-B**



2025 CIP - STREET OVERLAY/RECONSTRUCTION 25-03-B									
6. Final Design Phase									
Task	Engr VII	Engr V	Engr II	GPS Survey	Dsgnr II	CAD/GIS Tech III	CAD/GIS Tech I	Total Hours	Total Cost
a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, and other items.	4	8	8			64		84	\$11,780
b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings utilizing the City of Fort Smith format and standard detail drawings where applicable.	4	4	10			32		50	\$7,340
c. As needed, prepare stormwater pollution prevention plan in accordance with the requirements of ADEQ General Permit ARR160000 Part II, Section A.4	4	4	8					16	\$3,200
d. Prepare final special provisions (special conditions) to the construction contract	4	8	8			4		24	\$4,580
e. Calculate construction quantities in accordance with the City of Fort Smith standard construction specifications and format and submit copy of calculations. Calculations should be itemized by plan sheet and show any assumptions or contingencies used.	4	8	16			50	1	79	\$11,375
f. Provide construction bid proposal form to the City for bidding purposes	4	4	3					11	\$2,450
g. Prepare a recommendation of construction contract time	2	2	2					6	\$1,300
h. Prepare a schedule of construction quality control testing	2	3	2					7	\$1,525
i. Prepare construction cost estimate	2	8	16					26	\$4,750
Total Hours	30	49	73	0	0	150	1	303	
Total									\$48,300

2025 CIP - STREET OVERLAY/RECONSTRUCTION 25-03-B									
7. Construction Phase									
Task	Engr VII	Engr V	Engr II	GPS Survey	Dsgnr II	CAD/GIS Tech III	CAD/GIS Tech I	Total Hours	Total Cost
a. As needed for reconstruction areas, establish centerline (with references) along existing roadway.	2	4	7					13	
Total Hours	2	4	7	0	0	0	0	13	
Total									\$2,500

2025 CIP - STREET OVERLAY/RECONSTRUCTION 25-03-B									
8. Estimated Reimbursable Costs									
Item									Total
1. Printing, Reproduction, and Shipping Expenses									\$500
Total Estimated Reimbursables									\$500

2025 CIP - STREET OVERLAY/RECONSTRUCTION 25-03-B									
ENGINEERING SERVICES SUMMARY									
2. Topographic Surveys									\$26,550
3. Utility Surveys and Coordination									\$17,100
5. Preliminary Design Phase									\$55,950
6. Final Design Phase									\$48,300
7. Construction Phase									\$2,500
8. Estimated Reimbursable Costs									\$500
Total Engineering Fee - Overlay / Reconstruction Work									\$150,900



**Exhibit C (Sewer)
2025 Capital Improvements Program
Street Overlay / Reconstruction
Proposal Scope and Fee
Project No. 25-03-B**



TASK 1 – Final Design Phase

2025 CIP - STREET OVERLAY/RECONSTRUCTION (SEWER) 25-03-B

Task	Engr VII	Engr VI	Engr II	GPS Survey	Surveyor	Tech III	Document Processor	Total Hours	Total Cost
1. Field review of the 29-line segments shown on Attachment A crossing proposed street improvements identified in 25-03-		8						8	\$2,000
2. Field survey 29-line segments				80	12			92	\$18,100
3. Establish horizontal and vertical control				24	10			34	\$6,550
4. Prepare rehabilitation plans for approximately 7,700 linear feet of sewer		20	24			96		140	\$20,120
5. Coordinate with the City's Utility Department to locate any water or sewer services that might be affected by the		20	24					44	\$8,600
6. Develop quantity tables		6	12				14	32	\$4,350
7. Prepare property ownership map within the project area					30	20		50	\$7,650
8. Prepare up to 20 easements or temporary construction easements					30	24	24	78	\$9,930
9. Prepare special condition and bid documents. FSWU will provide front end documents and technical specifications. Format for specification will be FSWU's Standard Specifications		6	16				30	52	\$6,150
10. Prepare permits including ARDOT, ADEQ, and City of Fort Smith		2	4				4	10	\$1,400
11. Perform quality assurance review of design documents	16	2				16	8	42	\$7,420
12. Prepare Record Drawings of the completed project and provide one (1) full-size hard copy and (1) half-size copy and one (1) electronic copy for the Owner's archives		16		60		24		100	\$18,880
Total Hours	16	80	80	164	82	180	80	582	
Total									\$111,150

Reimbursable Expenses

2025 CIP - STREET OVERLAY/RECONSTRUCTION (SEWER) 25-03-B

Item	Description	Total
1. Outside Services	ARKUPS Utility Locates (12 hours @ ~ \$100/hr)	\$1,200
2. Outside Services	Ace Pipe Cleaning	\$28,000
Total Estimated Reimbursable Expenses		\$29,200

ENGINEERING SERVICES SUMMARY

2025 CIP - STREET OVERLAY/RECONSTRUCTION (SEWER) 25-03-B

TASK 1 – Final Design Phase	\$111,150
Reimbursable Expenses	\$29,200
Total Engineering Fee - Overlay/Reconstruction: Sewer Work	\$140,350

EXHIBIT C



Hawkins-Weir Engineers, Inc. Hourly Rate Schedule: 2025

Description	Billing Rate/Hour
Engineer VII	\$275
Engineer VI	\$250
Engineer V	\$225
Engineer IV	\$200
Engineer III	\$175
Engineer II	\$150
Engineer I	\$125
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer II	\$135
Designer I	\$100
Civil Eng Assistant II	\$90
Civil Eng. Assistant I	\$80
CAD/BIM Modeler II	\$135
CAD/BIM Modeler I	\$100
CAD/GIS Technician III	\$120
CAD/GIS Technician II	\$95
CAD/GIS Technician I	\$75
Construction Manager II	\$140
Construction Manager I	\$125
Construction Observer IV	\$135
Construction Observer III	\$115
Construction Observer II	\$95
Construction Observer I	\$85
Surveyor	\$175
GPS Survey	\$200
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Document Processor	\$75
Reimbursable Expenses	
Mileage	\$0.77/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.



EXHIBIT D

HAWKENG-01

ALASKA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2025

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

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

PRODUCER BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME: CL Service Team #4 (xt. 0704)		
	PHONE (A/C, No, Ext): (479) 452-4000	FAX (A/C, No): (479) 484-5185	
	E-MAIL ADDRESS: BHCservice4@bhca.com		
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957-0648	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Employers Mutual Casualty Company		21415
	INSURER B: EMCASCO Insurance Company		21407
	INSURER C: Accident Fund National Ins Co		12305
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6W68047	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6E68047	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J68047	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			100119068	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project # 25-03-B
Street Overlay Reconstruction, Phase B

CERTIFICATE HOLDER

City of Fort Smith Engineering PO Box 1908 Fort Smith, AR 72902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



EXHIBIT D

HAWKENG-01

ALASKA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2025

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

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

PRODUCER BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME: CL Service Team #4 (xt. 0704)	
	PHONE (A/C, No, Ext): (479) 452-4000	FAX (A/C, No): (479) 484-5185
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957-0648	E-MAIL ADDRESS: BHCservice4@bhca.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Pacific Insurance Company	
	INSURER B : Lexington Insurance Company	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			21OH065549824	7/11/2024	7/11/2025	Aggregate 4,000,000
B	Excess Liability			015136178	7/11/2024	7/11/2025	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project # 25-03-B
Street Overlay Reconstruction, Phase B

CERTIFICATE HOLDER

CANCELLATION

City of Fort Smith Engineering
PO Box 1908
Fort Smith, AR 72902

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

AUTHORIZED REPRESENTATIVE

AGREEMENT
BETWEEN
CITY OF FORT SMITH, ARKANSAS
AND
BRIXEY ENGINEERING AND LAND SURVEYING, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____ between the City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER) and Brixey Engineering and Land Surveying, Inc. (ENGINEER). OWNER intends to Construct street improvements in the City of Fort Smith, identified as "Street Overlays/Reconstruction, Project 25-03-C, in the 2025 Sales Tax Program and more specifically described and outlined in Exhibit "B" (hereinafter called the Project).

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

SECTION 1 - BASIC SERVICE OF ENGINEER

1.1 General.

ENGINEER shall:

- 1.1.1. Perform professional services, as herein stated.
- 1.1.2. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
- 1.1.3. Advise OWNER as to the necessity of OWNER's providing data or services of the type described in SECTION 3 which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.
- 1.1.4. Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.
- 1.1.5. Arrange access to and make provisions to enter upon public and private property for ENGINEER to perform his services.

1.2 Concept Design Phase.

1.2.1. After written authorization to proceed with the Concept Design Phase, ENGINEER shall:

- 1.2.1.1. Develop a program for subsurface investigations and material testing and submit to OWNER for approval. Upon approval of program, conduct subsurface investigations including borings, subsurface explorations, sampling, laboratory and field tests, and professional interpretation of all of the foregoing subsurface data.
- 1.2.1.2. Perform all field surveys necessary for the design of the Project, including but not limited to cross-sections, topographic, utility, property, boundary, easement and right-of-way surveys.
- 1.2.1.3. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.
- 1.2.1.4. Prepare a Report which will, as appropriate, contain schematic layouts, conceptual design criteria, and conceptual plans to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to

OWNER which ENGINEER recommends. Concept plan documents will consist of topographic base sheets showing existing conditions, proposed concept plans, sections and details as outlined in Exhibit A "Further Description of Basic Engineering Services and Related Matters". This report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution recommended for the Project with each component separately itemized, including the following: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and other related services provided by ENGINEER.

1.2.1.5. Furnish three copies of the concept plans and documents and present and review them in person with OWNER.

1.2.2. The duties and responsibilities of ENGINEER during the Concept Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matter".

1.2.3. ENGINEER's services under the Concept Design Phase shall each be considered complete at the earlier of (1) the date when the submissions have been approved by OWNER or (2) thirty days after the date when submissions are delivered to OWNER for approval. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.3 Preliminary Design Phase

1.3.1. After written acceptance by OWNER of the Report and Concept plans, selection by OWNER of a recommended solution, indication of any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER to proceed with Preliminary Design Phase, Engineer shall:

1.3.1.1. On the basis of the above selection of a recommended solution and specified modifications, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, special conditions and design data.

1.3.1.2. Where additional right-of-way is required, prepare right-of-way plans with sufficient details and dimensions to allow Owner to evaluate proposed easements and right-of-way.

1.3.1.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.1.4. Furnish three copies & one reproducible set of the above preliminary

design documents and present and review them in person with OWNER.

1.3.2. The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matter".

1.3.3. ENGINEER's services under the Preliminary Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been approved by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final approval, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities, if any, having jurisdiction over design criteria applicable to the Project. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.4 Final Design Phase.

1.4.1. After written acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER to proceed with Final Design Phase, ENGINEER shall:

1.4.1.1. On the basis of the approved preliminary design documents, with indicated modifications, and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.1.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities, if any, as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.1.3. Revise and/or finalize right-of-way plans with sufficient details and dimensions. Prepare legal descriptions for Easements or Right-of-ways.

1.4.1.4. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.1.5. Utilizing standard Owner forms, prepare for review and approval by OWNER, its legal counsel and other advisors, bid forms, Special Conditions and Drawings for the Project construction Contract. Engineer shall assist in the

preparation of other related documents.

1.4.1.6. Furnish three copies & one reproducible set of the full-size plans and one reproducible set of the reduced-sized plans and present and review them in person with OWNER.

1.4.2. The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemental as indicated in Exhibit A "Further Description and Basic Engineering Services and Related Matters".

1.4.3. ENGINEER's services under the Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been approved by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final approval, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities, if any, having jurisdiction over design criteria applicable to the Project. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.5 Bidding or Negotiating Phase.

1.5.1. After written approval by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall:

1.5.1.1. Attend Pre-Bid conference, if any.

1.5.1.2. Upon request by OWNER, provide interpretation to OWNER of bid forms, plans and Special Conditions in response to questions by CONTRACTORS. Provide additional data and assist in preparation of Addenda, as appropriate to clarify, correct, or change the Bidding documents, for issuance by OWNER prior to receipt of construction bids.

1.5.1.3. Attend the bid opening.

1.5.1.4. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.1.5. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.2. The duties and responsibilities of ENGINEER during the Bidding or Negotiating

Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5.3. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

1.6 Construction Phase.

1.6.1. The Construction Phase will commence with the execution of the first prime contract for the work of the Project or any part thereof, and will terminate upon the latter of submittal of completed Record Drawings or approval by OWNER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract. During the Construction Phase ENGINEER shall:

1.6.1.1. Participate in Pre-Construction conference prior to commencement of construction.

1.6.1.2. Upon request by OWNER, consult with and advise OWNER on matters described in the Contract Documents.

1.6.1.3. Erect or install sufficient control monuments, reference points and base lines to enable the Contractor(s) to proceed with the layout of the work.

1.6.1.4. Upon request by OWNER, consult and advise OWNER on necessary clarifications and interpretations of the Plans and Special Conditions as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Plans and Special Conditions.

1.6.1.5. Attend Project meetings as requested by OWNER, and make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract

Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and inform the OWNER of work failing to conform to the Contract Documents. The ENGINEER shall maintain a log of the site visits showing date, time of arrival and departure, purpose of the visit, and the person contacted (inspector, contractor, superintendent, etc.). A copy of the log shall be provided monthly to the OWNER.

1.6.1.6. Review and approve (or take the appropriate action in respect of) Shop Drawings (as that term is defined in the Standard Specifications) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given to the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.6.1.7. In conjunction with OWNER, conduct both an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents to the best of the ENGINEER's knowledge and based upon the extent of the services provided by ENGINEER under this agreement.

1.6.2. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1.1 through 1.6.1.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him as required by this Agreement or in the Contract Documents.

1.6.3. The duties and responsibilities of ENGINEER during the Construction Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary for Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters". These services will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3. Services resulting from the award of additional 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 days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.5. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.6. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.7. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

2.1.8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

2.1.9. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; furnish copies of design and construction standards which OWNER will require Project to be designed in accordance with; and furnish Special Conditions template which Engineer will be required to modify to meet the specific needs of the Project.

3.2. Assist ENGINEER by making reasonably available for Engineer's use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.

3.4 This section deleted and moved to Section 1.1.5.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6. Furnish approvals and permits from all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the Work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, render decisions relative to the Project (except time and compensation issues under this Agreement and any Project construction Contract), and interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and

systems pertinent to ENGINEER's services.

3.9. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect in the work of Contractor(s).

3.10. Furnish, or direct ENGINEER to provide, necessary Additional Services as reasonably stipulated in Section 2 of this Agreement or other services as required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

3.12. Prepare Easement or Right-of-Way Deeds for and obtain additional rights-of-way required for the Project unless that service is identified as an Engineer basic service under Section 1.

3.13. Compile and print contract documents, specifications and construction plans; prepare and publish an Advertisement for Bids; receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the OWNER's governing body for approval of construction and testing contracts.

3.14. Compile contracts, bonds, certificates of insurance and other related contractual documents for review by the OWNER's legal counsel and execution by the appropriate parties.

3.15. Schedule and conduct the pre-construction conference and issue the construction notice to proceed.

3.16. Provide a full-time Resident Project Representative assigned to the project for the duration of the construction.

3.17. Prepare and obtain execution of periodic construction pay estimates, change orders, field change orders, final pay estimates and related documents.

3.18. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples and materials required by the Contract Documents during the Construction Phase with professional interpretation thereof.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation may be adjusted appropriately.

4.3 If OWNER fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days after completion of the Final Design Phase, ENGINEER may request that his services be suspended under this Agreement.

4.4 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall, on written request to OWNER (but without termination of this Agreement), be paid as provided in paragraph 5.3. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for in Exhibit C "Engineer's Hourly Rates" of this Agreement shall be subject to renegotiation.

4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently.

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (except as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees times ENGINEER's Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates" for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. For ENGINEER's Consultant charges the OWNER shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00. The maximum payment to the ENGINEER for Basic Services and Reimbursable Expenses under this Agreement shall not exceed \$ 402,000.

5.1.1.1. Payment Schedule. Payment for a specific phase shall not exceed the following scheduled amount prior to completion of that phase:

Concept Design Phase (Sec.1.2)	<u>\$ N/A</u>
Preliminary Design Phase (Sec. 1.3)	<u>\$ 216,380</u>
Final Design Phase (Sec. 1.4)	<u>\$ 94,800</u>
Engineering Design Subtotal	<u>\$ 311,180</u>
Bidding or Negotiating Phase (Sec. 1.5) and Construction Phase (Sec. 1.6)	<u>\$ 17,820</u>
Right-of-way Monumentation (Exhibit A)	<u>\$ N/A</u>
Reimbursables (Sec. 5.4.2)	<u>\$ 73,000</u>
Total Contract Amount	<u>\$ 402,000</u>

5.1.2. For Additional Services. Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by OWNER prior to rendering of same. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For services of ENGINEER's employees engaged directly on the Project pursuant to paragraphs 2.1.1 through 2.1.9, an amount equal to the

cumulative hours charged to the Project by each class of ENGINEER's employees time Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates", with the maximum amount paid not to exceed the amount approved by OWNER.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.8, the amount billed to ENGINEER therefor times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.6, at the Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates". Compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will also be the Hourly Rates as shown on the attached Exhibit C, Engineer's Hourly Rates".

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of Reimbursable expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved in writing by the OWNER prior to the incurrence of such expenses.

5.1.4. The terms "Hourly Rates" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.

5.2 Times of Payment.

ENGINEER shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on ENGINEER's Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates" for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the project. OWNER shall make payment of approved amounts within 60 days after receipt of the statements.

5.3 Other Provisions Concerning Payments.

In the event of termination by OWNER under Section 6 during any phase or task of the Basic Services, progress payments due ENGINEER for services rendered to the date of termination shall constitute total payment for Engineer's services. In the event of any such termination, ENGINEER will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.

5.4 Definitions.

5.4.1. The Hourly Rates used as a basis for payment mean salaries and wages (basic and

incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists 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 mean the actual expenses incurred directly or indirectly in connection with the Project for: (1) printing and reproduction costs in excess of that specified in Section 1; and (2) utility line excavation and backfill, if any. Any and all expenditures for Reimbursable Expenses must be approved in writing by the OWNER prior to rendering or obtaining same. Additionally, the following items, not all inclusive, are not considered Reimbursable Expenses: mileage and transportation, subsistence, toll telephone calls, postage and overtime salary costs.

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

A. Suspension.

By Owner: Owner may suspend services under this Agreement upon seven days written notice to Engineer.

By Engineer. If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

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

1. For convenience, with or without cause by the Owner's absolute sole discretion, by Owner effective upon Engineer's receipt of written notice from Owner.

2. 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.B.2.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.

C. Effective Date of Termination. The terminating party under paragraph 6.1.B. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents.

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

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

7.2 Controlling Law and Venue.

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

7.3 Successors, Assigns, and Beneficiaries.

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.3.B, the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or

give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

7.4 Access To Records.

The ENGINEER and any Subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the term of this Agreement or any construction contract period, and for three (3) years from the date of final payment under this Agreement or any construction contract, for inspection by authorized representatives of the OWNER, or any governmental agency providing any portion of project funding, and copies thereof shall be furnished, if requested.

7.5 Standards of Performance

7.5.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

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

7.6 Insurance

7.6.1 Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Engineer shall each deliver to the Owner certificate(s) of insurance evidencing the coverages indicated. Such certificate(s) shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of this Agreement.

7.6.2. Engineer's insurance shall include the designated types and coverage limits:

7.6.2.a Workers' Compensation – Limits as required by controlling law;

7.6.2.b Professional liability - Each claim made and annual aggregate limit of not less than \$1 Million;

7.6.2.c Automobile liability - Each claim made and annual aggregate limit of not less than \$1 Million;

7.6.2.d General liability - Each claim made and annual aggregate limit of not less than \$1 Million.

7.7 Indemnification.

7.7.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner and its agents and employees from and against all claims, 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 claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be liable, regardless of whether or not it is caused in part by Owner.

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

7.11 Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.12 Counterparts and Electronic Signatures. 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.

SECTION 8 - EXECUTION

8.1 This Agreement (consisting of pages 1 through 21, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Owner:

City of Fort Smith, Arkansas

By: _____

Title: Mayor

Date Signed: _____

Engineer:

Brixey Engineering and Land Surveying, Inc.

By: Chad Brixey

Title: President

Date Signed: 7-10-25

Engineer License or Certificate No. 11490

State of: Arkansas

Address for giving notices:

City of Fort Smith

C/O Stan Snodgrass, Engineering Director 5223 E. Hwy 45

P.O. Box 1908

623 Garrison Ave., Rm 409

Fort Smith, AR 72902

Fort Smith, AR

72916

Designated Representative (see Section 3.8):

Stan Snodgrass

Title: Engineering Director

Phone Number: 479-784-2225

Facsimile Number: 479-784-2243

E-Mail Address: snodgrass@FortSmithAR.gov

Designated Representative (see Section 3.8):

Chad Brixey

Title: President

Phone Number: (479) 646-6394

Facsimile Number: (479) 646-6721

E-Mail Address: chad@brixeyeng.com

EXHIBIT A

“Further Description of Basic Engineering Services and Related Matters”

**STREET OVERLAY/RECONSTRUCTION
EXHIBIT 'A'**

**2025 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 25-03-C**

Further Description of Basic Engineering Services and Related Matters.

1. **Scope -**

The Basic Services of the Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 1 of the Agreement are stipulated as indicated below.

2. **Topographic Surveys**

- a. Establish base line (with references) along existing roadway. Identify stationing on centerline at 100 foot intervals. Survey a minimum of 300 feet in all four directions from the center of the intersection.
- b. For areas other than reconstruction, field instrument survey shall be waived and street length and width may be measured with a measuring wheel. Establish base line (with references) along existing roadway with centerline marked at 100 foot intervals.
- c. Locate all structures, streets, driveways, storm drains and other features within the right-of-way and show on plans without stations or dimensions. Areas of reconstruction shall be accurately located and dimensioned except that stationing of curb repair/replacement is not required.
- d. Cross section each street in one location for each width to determine existing cross slope. Spot elevations will be shown in plan view only. Elevations and profiles will be determined and shown on the plans for reconstruction areas only.
- e. Cross section areas in the vicinity of drainage facilities that need to be repaired/ improved. Survey flowline elevations of the drainage facilities (pipes, inlets, ditches, etc.) if unable to determine from topographic or storm sewer maps .
- f. All instrument surveys to be performed to a minimum of third order accuracy.
- g. Set temporary bench marks where applicable.

3. **Right-of-Way Surveys**

- a. Owner will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements.
- b. As needed for reconstruction areas, perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements
- c. Reference existing monuments for replacement after construction.
- d. All surveys and related right-of-way work shall conform to the Arkansas Minimum Standards for Property Boundary Surveys and Plats, Revised May 21, 2009.
- e. Survey control shall be based on the City of Fort Smith State Plan Coordinate System.

4. **Utility Surveys and Coordination -**

- a. As needed for any reconstruction, obtain location and size of existing overhead and underground utilities from the utility companies.
- b. Visually field locate utilities within the project area. Where possible conflicts with new construction may occur, determine elevations of existing utilities by excavation methods. Compensation for excavation and associated field time required to determine horizontal location and vertical elevation thereof to be included in the Reimbursable Expenses for Utility Investigation.
- c. Using utility field survey data, plot existing utilities on plans without stations or dimensions, except as needed for reconstruction and/or relocation.
- d. Attend meetings with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. A City representative will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with City to determine most feasible combination of street and drainage construction and/or utility relocation to be utilized. Prepare construction plans as directed by City to accommodate utility

relocations, including identification of utility easements on right-of-way plans. Final plans shall indicate the location and extent of proposed utility relocations.

5. **Concept Design Phase**

Section 1.2 is deleted in its entirety.

6. **Preliminary Design Phase**

- a. Perform all field surveys necessary as listed above.
- b. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 40 feet or larger and vertical scale to be 1 inch equals 5 feet. Include the following information:
 - (1) Survey data, centerline and stations, existing improvements, existing right-of-way, and structures.
 - (2) Existing and proposed pavement sections.
 - (3) Construct handicap ramps at curb returns only where sidewalk exists. No sidewalk improvements are to be made beyond the limit of curb returns unless otherwise needed due to reconstruction.
 - (4) Any existing traffic signal layout and details for reconstruction of detector system.
 - (5) Identify traffic lane configurations.
 - (6) Any drainage facility improvements on both plan and profile. Show horizontal and vertical locations, elevations, grades and structure detail. Area drainage calculations are not required. Existing inlet elevations and culvert sizes shall be obtained from City sewer maps.
 - (7) Provide list of details to be incorporated into plans.
 - (8) Draft preliminary notes on plans to fully describe the construction work to be performed.
- c. Prepare draft copy of special provisions (special conditions) to the construction specifications.

- d. Prepare cost estimates for preliminary design.
- e. Provide design report including calculations and support data.

7. **Final Design Phase -**

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, and other items.
- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings utilizing the City of Fort Smith format and standard detail drawings where applicable
- c. As needed, prepare storm water pollution prevention plan in accordance with the requirements of ADEQ General Permit ARR150000, Part II, Section A.4.
- d. Prepare final special provisions (special conditions) to the construction contract.
- e. Calculate construction quantities in accordance with the City of Fort Smith standard construction specifications and format and submit copy of calculations. Calculations should be itemized by plan sheet and show any assumptions or contingencies used.
- f. Provide construction bid proposal form. Provide a flash drive or email containing the bid proposal form in accordance with City of Fort Smith format(s).
- g. Prepare a recommendation of construction contract time.
- h. Prepare schedule of construction quality control testing.
- i. Prepare construction cost estimate.

8. **Construction Phase -**

- a. As needed for reconstruction areas, establish centerline (with references) along existing roadway. Set monuments on centerline at 400 foot intervals and, if necessary, at intervisible points between, with a minimum of 2 monuments per site. Survey control shall be established on the City Fort Smith Coordinate System.
- b. As needed for reconstruction areas, stake construction limits. Larger tracts shall be

staked at property lines and at intervisible points.

- c. Reinstall any disturbed right-of-way monuments, consisting of iron rods with aluminum caps, on the right-of-way line at all points of curvature (PC) and tangency (PT) and at intersecting street rights-of-way. Monuments to be set upon completion of construction.
- d. Engineer is prohibited from contracting with others to provide additional construction staking services in relation to this project.

9. **General-**

- a. All work designed as part of this contract shall comply with the following documents, including any revisions or errata: City of Fort Smith Minimum Street Standards (July 1, 2020), City of Fort Smith "2011 Storm Drainage Standards" (October 2011), City of Fort Smith "Water Minimum Design Standards" (March 2022), "Gravity Sanitary Sewer Minimum Design Standard" (March 2022), and City of Fort Smith "Standard Drawings" (November 2012).
 - b. Plans shall be reducible, and legible, to scalable half size plans on 11"x17" sheets. Two sets of reproducible plans (one half and one full size) will be provided along with plans on a flash drive in AutoCAD 2024 or earlier, format. Computer generated plans, and submitted flash drive, shall follow acceptable standards of drafting.
 - c. Record drawings will be provided by Owner.
 - d. Attend meetings with Owner and Agencies for plan review project coordination, and right-of-way.
10. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER within the following specified times following written authorization to proceed with that phase of services.

<u>Phase</u>	<u>Calendar Days After Receipt of Notice</u>
Preliminary Design Phase	150
Final Design Phase	120
Bidding and Construction Phase	60

11. The ENGINEER should anticipate a 30 calendar day review period by the City staff between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
12. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract.
13. OWNER will provide construction administration including obtaining bids for construction and resident inspection of the project(s).
14. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

EXHIBIT "B"

**2025 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 25-03-C**

PROJECT LOCATION

STREET	FROM	TO
SOUTH J ST.	TOWSON AVE.	16 TH ST.
SOUTH M ST.	TOWSON AVE.	BLUFF AVE.
SOUTH O ST.	TOWSON AVE.	16 TH ST.
SOUTH P ST.	LEXINGTON AVE.	22 ND ST.
LEXINGTON AVE.	SOUTH S ST.	SOUTH J ST.
24 TH ST.	DODSON AVE.	SOUTH I ST.
17 TH ST.	CARTHAGE ST.	BOSTON ST.
18 TH ST.	CARTHAGE ST.	BOSTON ST.
CARTHAGE ST.	17TH ST.	END OF ROAD
GARY ST.	HOUSTON ST.	16 TH ST.
16 TH ST.	INDEPENDENCE ST.	GARY ST.
HOUSTON ST.	GARY ST.	16 TH ST.
INDEPENDENCE ST.	TOWSON AVE.	16 TH ST.

EXHIBIT "C"

**2025 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAY/CONSTRUCTION
PROJECT NO. 25-03-C**

Engineer's Hourly Rates

Principal Engineer	\$150.00 Per Hour
Engineer Technician	\$85.00 Per Hour
Chief Draftsman/Designer	\$85.00 Per Hour
AutoCAD Tech/Draftsman I	\$65.00 Per Hour
Field Survey:	
GPS Survey (2 man)	\$250.00 Per Hour
Field Survey (2 man)	\$150.00 Per Hour
Field Survey (3 man)	\$167.00 Per Hour
Inspector	\$70.00 Per Hour
Chief of Parties (Field Supervisor)	\$85.00 Per Hour
Professional Land Surveyor	\$150.00 Per Hour
Reproduction/Prints	At Cost
Additional services as needed	At Cost

**ENGINEERING SERVICES
2025 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAYS/RECONSTRUCTION
PROJECT NO. 25-03-C**

PRELIMINARY DESIGN PHASE

ITEM	DESCRIPTION	UNIT	QUANT	COST/UNIT	TOTAL
1	ENGINEER COORDINATION AND INSTRUCTION	HR	32	\$150.00	\$4,800.00
2	GPS SURVEY (2 MAN) PLANIMETRICS	HR	120	\$250.00	\$30,000.00
3	ENGINEER TECHNICIAN COLLECT UTILITY ATLASES	HR	4	\$85.00	\$340.00
4	ENGINEER TECHNICIAN COORDINATE ONE-CALL UTIL. LOCATE	HR	8	\$85.00	\$680.00
5	ENGINEER DETERMINE REHAB METHODS	HR	24	\$150.00	\$3,600.00
6	ENGINEER TECHNICIAN SITE INVESTIGATION	HR	8	\$85.00	\$680.00
7	ENGINEER TYPICAL SECTIONS FOR REPAIR METHODS	HR	24	\$150.00	\$3,600.00
8	ENGINEER DRAINAGE ISSUES IDENTIFICATION	HR	24	\$150.00	\$3,600.00
9	GPS SURVEY (2 MAN) UTILITIES	HR	40	\$250.00	\$10,000.00
10	GPS SURVEY (2 MAN) SPOT REPAIR LOCATIONS	HR	60	\$250.00	\$15,000.00
11	CAD OPERATOR - DRAFTING PLANIMETRICS	HR	152	\$65.00	\$9,880.00
12	CAD OPERATOR - DRAFTING UTILITIES (SURVEY AND ATLASES)	HR	40	\$65.00	\$2,600.00
13	CAD OPERATOR - DRAFTING QUANTITY LABELS AND SUMMARY TABLE	HR	80	\$65.00	\$5,200.00
14	CAD OPERATOR - DRAFTING IMPROVEMENTS (HATCHING, PAINT, ETC.)	HR	80	\$65.00	\$5,200.00
15	CAD OPERATOR - DRAFTING PLAN SET	HR	40	\$65.00	\$2,600.00
16	ENGINEER PLAN AND REPAIR LOCATIONS CHECK	HR	40	\$150.00	\$6,000.00
17	ENGINEER TECHNICIAN QUANTITIES AND COST ESTIMATE	HR	40	\$85.00	\$3,400.00
TOTAL PRELIMINARY DESIGN PHASE					\$107,180.00

FINAL DESIGN PHASE					
					Sheet 2 of 2
ITEM	DESCRIPTION	UNIT	QUANT	COST/UNIT	TOTAL
1	ENGINEER COORDINATION AND INSTRUCTION	HR	16	\$150.00	\$2,400.00
2	GPS SURVEY (2 MAN) AREAS THAT REQUIRE MORE DETAIL	HR	24	\$250.00	\$6,000.00
3	GPS SURVEY (2 MAN) ADDITIONAL REPAIR LOCATIONS	HR	24	\$250.00	\$6,000.00
4	GPS SURVEY (2 MAN) SET CONTROL	HR	24	\$250.00	\$6,000.00
5	ENGINEER TECHNICIAN BENCHMARK TABLE	HR	24	\$85.00	\$2,040.00
6	CAD OPERATOR - DRAFTING ADDITIONAL REPAIR LOCATIONS	HR	24	\$65.00	\$1,560.00
7	CAD OPERATOR - DRAFTING QUANTITIY LABEL ADJUSTMENTS	HR	24	\$65.00	\$1,560.00
8	CAD OPERATOR - DRAFTING IMPROVEMENTS (HATCHING, PAINT, ETC.)	HR	24	\$65.00	\$1,560.00
9	CAD OPERATOR - DRAFTING FINAL PLAN SET	HR	24	\$65.00	\$1,560.00
10	ENGINEER PLAN AND REPAIR LOCATIONS CHECK	HR	24	\$150.00	\$3,600.00
11	ENGINEER TECHNICIAN FINAL QUANTITIES AND COST ESTIMATE	HR	32	\$85.00	\$2,720.00
TOTAL FINAL DESIGN PHASE					\$35,000.00
BIDDING OR NEGOTIATING PHASE AND CONSTRUCTION PHASE					
ITEM	DESCRIPTION	UNIT	QUANT	COST/UNIT	TOTAL
1	ENGINEER BIDDING CONTRACTOR QUESTIONS	HR	3.5	\$150.00	\$525.00
2	ENGINEER ADDENDUMS	HR	3.5	\$150.00	\$525.00
3	CAD OPERATOR - DRAFTING ADDENDUMS	HR	4	\$65.00	\$260.00
4	ENGINEER PRE-CONSTRUCTION CONFERENCE	HR	3.5	\$150.00	\$525.00
5	ENGINEER CONSTRUCTION CONTRACTOR QUESTIONS	HR	3.5	\$150.00	\$525.00
6	ENGINEER CHANGE ORDERS	HR	4.6667	\$150.00	\$700.00
7	CAD OPERATOR - DRAFTING CHANGE ORDERS	HR	4	\$65.00	\$260.00
TOTAL BIDDING AND CONSTRUCTION PHASE					\$3,320.00
REIMBURSABLES (ONE-CALL UTILITY VERIFICATION)					\$6,500.00
TOTAL PROJECT ENGINEERING COST					\$152,000.00

**ENGINEERING SERVICES
2025 CAPITAL IMPROVEMENTS PROGRAM
SANITARY SEWER REHABILITATION
PROJECT NO. 25-03-C**

PRELIMINARY DESIGN PHASE

ITEM	DESCRIPTION	UNIT	QUANT	COST/UNIT	TOTAL
1	ENGINEER COORDINATION AND INSTRUCTION	HR	60	\$150.00	\$9,000.00
2	ENGINEER COLLECT UTILITY ATLASES	HR	6	\$150.00	\$900.00
3	ENGINEER COORDINATE ONE-CALL UTIL. LOCATE	HR	20	\$150.00	\$3,000.00
4	GPS SURVEY (2 MAN) PLANIMETRICS AND TOPO	HR	80	\$250.00	\$20,000.00
5	GPS SURVEY (2 MAN) UTILITIES	HR	24	\$250.00	\$6,000.00
6	ENGINEER TECH - DRAFTING PLANIMETRICS	HR	100	\$85.00	\$8,500.00
7	ENGINEER TECH - DRAFTING UTILITIES (SURVEY AND ATLASES)	HR	40	\$85.00	\$3,400.00
8	ENGINEER REVIEW CCTV FOOTAGE	HR	80	\$150.00	\$12,000.00
9	ENGINEER ADD REPAIRS TO PLANS	HR	80	\$150.00	\$12,000.00
10	ENGINEER PROFILES	HR	80	\$150.00	\$12,000.00
11	ENGINEER TECH - DRAFTING PLAN SET	HR	80	\$85.00	\$6,800.00
12	ENGINEER PLAN AND REPAIR LOCATIONS CHECK	HR	24	\$150.00	\$3,600.00
13	ENGINEER QUANTITIES AND COST ESTIMATE	HR	80	\$150.00	\$12,000.00
TOTAL PRELIMINARY DESIGN PHASE					\$109,200.00

FINAL DESIGN PHASE					
					Sheet 2 of 2
ITEM	DESCRIPTION	UNIT	QUANT	COST/UNIT	TOTAL
1	ENGINEER COORDINATION AND INSTRUCTION	HR	40	\$150.00	\$6,000.00
2	GPS SURVEY (2 MAN) AREAS THAT REQUIRE MORE DETAIL	HR	40	\$250.00	\$10,000.00
3	GPS SURVEY (2 MAN) SET CONTROL	HR	24	\$250.00	\$6,000.00
4	ENGINEER BENCHMARK TABLE	HR	24	\$150.00	\$3,600.00
5	ENGINEER TECH - DRAFTING QUANTITY LABEL ADJUSTMENTS	HR	40	\$85.00	\$3,400.00
6	ENGINEER TECH - DRAFTING FINAL PLAN SET	HR	80	\$85.00	\$6,800.00
7	ENGINEER PLAN AND REPAIR LOCATIONS CHECK	HR	80	\$150.00	\$12,000.00
8	ENGINEER FINAL QUANTITIES AND COST ESTIMATE	HR	80	\$150.00	\$12,000.00
TOTAL FINAL DESIGN PHASE					\$59,800.00
BIDDING OR NEGOTIATING PHASE AND CONSTRUCTION PHASE					
ITEM	DESCRIPTION	UNIT	QUANT	COST/UNIT	TOTAL
1	ENGINEER BIDDING CONTRACTOR QUESTIONS	HR	16	\$150.00	\$2,400.00
2	ENGINEER ADDENDUMS	HR	16	\$150.00	\$2,400.00
3	ENGINEER TECH - DRAFTING ADDENDUMS	HR	16	\$85.00	\$1,360.00
4	ENGINEER PRE-CONSTRUCTION CONFERENCE	HR	2	\$150.00	\$300.00
5	ENGINEER CONSTRUCTION CONTRACTOR QUESTIONS	HR	16	\$150.00	\$2,400.00
6	ENGINEER CHANGE ORDERS	HR	24	\$150.00	\$3,600.00
7	ENGINEER TECH - DRAFTING CHANGE ORDERS	HR	24	\$85.00	\$2,040.00
TOTAL BIDDING AND CONSTRUCTION PHASE					\$14,500.00
REIMBURSABLES (CCTV FOOTAGE)					\$60,000.00
ONE CALL UTILITY VERIFICATION					\$6,500.00
TOTAL PROJECT ENGINEERING COST					\$250,000.00

EXHIBIT “D”

**2025 CAPITAL IMPROVEMENTS PROGRAM
STREET OVERLAY/CONSTRUCTION
PROJECT NO. 25-03-C**

Insurance Certificates

(Attached)



BRIXENG-02

CYNTHIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

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

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

PRODUCER BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME: Cynthia M. Sikes PHONE (A/C, No, Ext): (479) 343-9142 E-MAIL ADDRESS: cynthia@bhca.com FAX (A/C, No): (479) 484-5185														
INSURED Brixy Engineering & Land Surveying, Inc. P.O. Box 6180 Fort Smith, AR 72906	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Acuity, A Mutual Insurance Company</td><td>14184</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acuity, A Mutual Insurance Company	14184	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		<input checked="" type="checkbox"/>	ZZ3737	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		<input checked="" type="checkbox"/>	ZZ3737	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	ZZ3736	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: #25-03-C, 2025 Street Overlays/Reconstruction, Project 25-03-C

Waiver of Subrogation applies in favor of City of Fort Smith with regard to General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Fort Smith
623 Garrison Avenue
P.O. Box 1908
Fort Smith, AR 72902

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
1/31/2025

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

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

PRODUCER Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	CONTACT NAME: PHONE (A/C, No, Ext): (800) 688-1984 E-MAIL ADDRESS:	FAX (A/C, No): 312-690-4123
	INSURER(S) AFFORDING COVERAGE	
INSURED Brixey Engineering & Land Surveying, Inc. 5223 E. Hwy. 45, Fort Smith, AR, 72916	INSURER A : Lloyd's of London	NAIC # 15792
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors and Omissions)		ANE4363114 25	1/15/2025	1/15/2026	Occurrence/Aggregate \$1,000,000 / \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

THIS IS AN AGREEMENT made as of _____ between the City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER) and Mickle Griffin, LLC, PO Box 8130, Fort Smith, Arkansas 72902 (ENGINEER).

OWNER intends to mill and fill certain streets in the City of Fort Smith, and to investigate and remediate, if needed, utilities within or adjacent to the project corridors, as detailed in Appendix “A”. The work will be performed within existing R/W, and it is identified as “2025 Capital Improvements Program, Street Overlay and Reconstruction, 25-03-D”, in the 2025 Sales Tax Program (hereinafter called the Project), with project scope more specifically described and outlined in Appendix “A”.

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

SECTION 1 - BASIC SERVICE OF ENGINEER

1.1 General.

ENGINEER shall:

- 1.1.1. Perform professional services, as herein stated.
- 1.1.2. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
- 1.1.3. Advise OWNER as to the necessity of OWNER's providing data or services of the type described in SECTION 3 which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.
- 1.1.4. Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.
- 1.1.5. Arrange access to and make provisions to enter upon public and private property for ENGINEER to perform his services.

1.2 Concept Design Phase.

1.2.1. After written authorization to proceed with the Concept Design Phase, ENGINEER shall:

- 1.2.1.1. Develop a program for subsurface investigations and material testing and submit to OWNER for approval. Upon approval of program, conduct subsurface investigations including borings, subsurface explorations, sampling, laboratory and field tests, and professional interpretation of all of the foregoing subsurface data.
- 1.2.1.2. Perform all field surveys necessary for the design of the Project, including but not limited to cross-sections, topographic, utility, property, boundary, easement and right-of-way surveys.
- 1.2.1.3. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.
- 1.2.1.4. Prepare a Report which will, as appropriate, contain schematic layouts, conceptual design criteria, and conceptual plans to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. Concept plan documents will consist of

topographic base sheets showing existing conditions, proposed concept plans, sections and details as outlined in Exhibit A "Further Description of Basic Engineering Services and Related Matters". This report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution recommended for the Project with each component separately itemized, including the following: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and other related services provided by ENGINEER.

1.2.1.5. Furnish three copies of the concept plans and documents and present and review them in person with OWNER.

1.2.2. The duties and responsibilities of ENGINEER during the Concept Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matter".

1.2.3. ENGINEER's services under the Concept Design Phase shall each be considered complete at the earlier of (1) the date when the submissions have been approved by OWNER or (2) thirty days after the date when submissions are delivered to OWNER for approval. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.3 Preliminary Design Phase

1.3.1. After written acceptance by OWNER of the Report and Concept plans, selection by OWNER of a recommended solution, indication of any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER to proceed with Preliminary Design Phase, Engineer shall:

1.3.1.1. On the basis of the above selection of a recommended solution and specified modifications, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, special conditions and design data.

1.3.1.2. Where additional right-of-way is required, prepare right-of-way plans with sufficient details and dimensions to allow Owner to evaluate proposed easements and right-of-way.

1.3.1.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.1.4. Furnish three copies & one reproducible set of the above preliminary design documents and present and review them in person with OWNER.

1.3.2. The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matter".

1.3.3. ENGINEER's services under the Preliminary Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been approved by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final approval, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities, if any, having jurisdiction over design criteria applicable to the Project. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.4 Final Design Phase.

1.4.1. After written acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER to proceed with Final Design Phase, ENGINEER shall:

1.4.1.1. On the basis of the approved preliminary design documents, with indicated modifications, and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.1.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities, if any, as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.1.3. Revise and/or finalize right-of-way plans with sufficient details and dimensions. Prepare legal descriptions for Easements or Right-of-ways.

1.4.1.4. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.1.5. Utilizing standard Owner forms, prepare for review and approval by OWNER, its legal counsel and other advisors, bid forms, Special Conditions and Drawings for the Project construction Contract. Engineer shall assist in the preparation of other related documents.

1.4.1.6. Furnish three copies & one reproducible set of the full-size plans and one reproducible set of the reduced-sized plans and present and review them in person with OWNER.

1.4.2. The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemental as indicated in Exhibit A "Further Description and Basic Engineering Services and Related Matters".

1.4.3. ENGINEER's services under the Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been approved by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final approval, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities, if any, having jurisdiction over design criteria applicable to the Project. The services will be completed and the data submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with services.

1.5 Bidding or Negotiating Phase.

1.5.1. After written approval by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall:

1.5.1.1. Attend Pre-Bid conference, if any.

1.5.1.2. Upon request by OWNER, provide interpretation to OWNER of bid forms, plans and Special Conditions in response to questions by CONTRACTORS. Provide additional data and assist in preparation of Addenda, as appropriate to clarify, correct, or change the Bidding documents, for issuance by OWNER prior to receipt of construction bids.

1.5.1.3. Attend the bid opening.

1.5.1.4. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.1.5. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.2. The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5.3. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

1.6 Construction Phase.

1.6.1. The Construction Phase will commence with the execution of the first prime contract for the work of the Project or any part thereof, and will terminate upon the latter of submittal of completed Record Drawings or approval by OWNER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract. During the Construction Phase ENGINEER shall:

1.6.1.1. Participate in Pre-Construction conference prior to commencement of construction.

1.6.1.2. Upon request by OWNER, consult with and advise OWNER on matters described in the Contract Documents.

1.6.1.3. Erect or install sufficient control monuments, reference points and base lines to enable the Contractor(s) to proceed with the layout of the work.

1.6.1.4. Upon request by OWNER, consult and advise OWNER on necessary clarifications and interpretations of the Plans and Special Conditions as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Plans and Special Conditions.

1.6.1.5. Attend Project meetings as requested by OWNER, and make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and inform the OWNER of work failing to conform to the Contract Documents. The ENGINEER shall

maintain a log of the site visits showing date, time of arrival and departure, purpose of the visit, and the person contacted (inspector, contractor, superintendent, etc.). A copy of the log shall be provided monthly to the OWNER.

1.6.1.6. Review and approve (or take the appropriate action in respect of) Shop Drawings (as that term is defined in the Standard Specifications) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given to the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.6.1.7. In conjunction with OWNER, conduct both an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents to the best of the ENGINEER's knowledge and based upon the extent of the services provided by ENGINEER under this agreement.

1.6.2. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1.1 through 1.6.1.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him as required by this Agreement or in the Contract Documents.

1.6.3. The duties and responsibilities of ENGINEER during the Construction Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary for Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters". These services will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants,

loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services resulting from significant change in scope, extent, and character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3. Services resulting from the award of additional 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 days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.5. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.6. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.7. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

2.1.8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

2.1.9. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; furnish copies of design and construction standards which OWNER will require Project to be designed in accordance with; and furnish Special Conditions template which Engineer will be required to modify to meet the specific needs of the Project.

3.2. Assist ENGINEER by making reasonably available for Engineer's use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.

3.4 This section deleted and moved to Section 1.1.5.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6. Furnish approvals and permits from all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the Work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, render decisions relative to the Project (except time and compensation issues under this Agreement and any Project construction Contract), and interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

3.9. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect in the work of Contractor(s).

3.10. Furnish, or direct ENGINEER to provide, necessary Additional Services as reasonably stipulated in Section 2 of this Agreement or other services as required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

3.12. Prepare Easement or Right-of-Way Deeds for and obtain additional rights-of-way required for the Project unless that service is identified as an Engineer basic service under Section 1.

3.13. Compile and print contract documents, specifications and construction plans; prepare and publish an Advertisement for Bids; receive, publicly open and read construction and testing services bids; evaluate bids; evaluate bidders and subcontractors with reference to qualifications and ability to perform the work; prepare a bid tabulation summary; prepare bid summary, resolutions and other related legal documents to present to the OWNER's governing body for approval of construction and testing contracts.

3.14. Compile contracts, bonds, certificates of insurance and other related contractual documents for review by the OWNER's legal counsel and execution by the appropriate parties.

3.15. Schedule and conduct the pre-construction conference and issue the construction notice to proceed.

3.16. Provide a full-time Resident Project Representative assigned to the project for the duration of the construction.

3.17. Prepare and obtain execution of periodic construction pay estimates, change orders, field change orders, final pay estimates and related documents.

3.18. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples and materials required by the Contract Documents during the Construction Phase with professional interpretation thereof.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation may be adjusted appropriately.

4.3 If OWNER fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days after completion of the Final Design Phase, ENGINEER may request that his services be suspended under this Agreement.

4.4 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall, on written request to OWNER (but without termination of this Agreement), be paid as provided in paragraph 5.3. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for in Exhibit C "Engineer's Hourly Rates" of this Agreement shall be subject to renegotiation.

4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently.

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (except as amended and supplemented by Exhibit A "Further Description of Basic Engineering Services and Related Matters") an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees times ENGINEER's Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates" for services rendered by principals and employees assigned to the Project, plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. For ENGINEER's Consultant charges the OWNER shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00. The maximum payment to the ENGINEER for Basic Services and Reimbursable Expenses under this Agreement shall not exceed \$541,032.00.

5.1.1.1. Payment Schedule. Payment for a specific phase shall not exceed the following scheduled amount prior to completion of that phase:

	Engr Dept.	Utilities	Total
Concept Design Phase (Sec.1.2)	<u>\$49,408.00</u>	<u>\$135,520.00</u>	<u>\$184,928.00</u>
Preliminary Design Phase (Sec. 1.3)	<u>\$66,524.00</u>	<u>\$124,176.00</u>	<u>\$190,700.00</u>
Final Design Phase (Sec. 1.4)	<u>\$57,256.00</u>	<u>\$76,896.00</u>	<u>\$134,152.00</u>
Engineering Design Subtotal	<u>\$173,188.00</u>	<u>\$336,592.00</u>	<u>\$509,780.00</u>
Bidding or Negotiating Phase (Sec. 1.5) and Construction Phase (Sec. 1.6)	<u>\$14,340.00</u>	<u>\$11,340.00</u>	<u>\$25,680.00</u>
Reimbursables (Sec. 5.4.2)	<u>\$6,000.00</u>	<u>\$3,000.00</u>	<u>\$9,000.00</u>
Total Contract Amount	<u>\$187,528.00</u>	<u>\$347,932.00</u>	<u>\$535,460.00</u>

5.1.2. For Additional Services. Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by OWNER prior to rendering of same. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For services of ENGINEER's employees engaged directly on the Project pursuant to paragraphs 2.1.1 through 2.1.9, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees time Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates", with the maximum amount paid not to exceed the amount approved by OWNER.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.8, the amount billed to ENGINEER therefor times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.6, at the Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates". Compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will also be the Hourly Rates as shown on the attached Exhibit C, Engineer's Hourly Rates".

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of Reimbursable expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved in writing by the OWNER prior to the incurrence of such expenses.

5.1.4. The terms "Hourly Rates" and "Reimbursable Expenses" will have the meanings assigned to them in paragraph 5.4.

5.2 Times of Payment.

ENGINEER shall submit statements no more frequently than monthly for Basic and Additional Services rendered in an amount based on ENGINEER's Hourly Rates as shown on the attached Exhibit C, "Engineer's Hourly Rates" for principals and employees assigned to the Project and for Reimbursable Expenses incurred. When requested by OWNER, the monthly statements shall be accompanied by a copy of the time sheets for all personnel working on the project. OWNER shall make payment of approved amounts within 60 days after receipt of the statements.

5.3 Other Provisions Concerning Payments.

In the event of termination by OWNER under Section 6 during any phase or task of the Basic Services, progress payments due ENGINEER for services rendered to the date of termination shall constitute total payment for Engineer's services. In the event of any such termination, ENGINEER will be paid for all unpaid approved Additional Services and unpaid approved Reimbursable Expenses through the effective date of termination.

5.4 Definitions.

5.4.1. The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists 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 mean the actual expenses incurred directly or indirectly in connection with the Project for: (1) printing and reproduction costs in excess of that specified in Section 1; and (2) utility line excavation and backfill, if any. Any and all expenditures for Reimbursable Expenses must be approved in writing by the OWNER prior to rendering or obtaining same. Additionally, the following items, not all inclusive, are not considered Reimbursable Expenses: mileage and transportation, subsistence, toll telephone calls, postage and overtime salary costs.

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

A. Suspension.

By Owner: Owner may suspend services under this Agreement upon seven days written notice to Engineer.

By Engineer. If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

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

1. For convenience, with or without cause by the Owner's absolute sole discretion, by Owner effective upon Engineer's receipt of written notice from Owner.

2. 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.B.2.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.

C. Effective Date of Termination. The terminating party under paragraph 6.1.B. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents.

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

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

7.2 Controlling Law and Venue.

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

7.3 Successors, Assigns, and Beneficiaries.

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.3.B, the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

7.4 Access To Records.

The ENGINEER and any Subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the term of this Agreement or any construction contract period, and for three (3) years from the date of final payment under this Agreement or any construction contract, for inspection by authorized representatives of the OWNER, or any governmental agency providing any portion of project funding, and copies thereof shall be furnished, if requested.

7.5 Standards of Performance

7.5.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

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

7.6 Insurance

7.6.1 Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Engineer shall each deliver to the Owner certificate(s) of insurance evidencing the coverages indicated. Such certificate(s) shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of this Agreement.

7.6.2. Engineer's insurance shall include the designated types and coverage limits:

7.6.2.a Workers' Compensation – Limits as required by controlling law;

7.6.2.b Professional liability - Each claim made and annual aggregate limit of not less than \$1 Million;

7.6.2.c Automobile liability - Each claim made and annual aggregate limit of not less than \$1 Million;

7.6.2.d General liability - Each claim made and annual aggregate limit of not less than \$1 Million.

7.7 Indemnification.

7.7.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner and its agents and employees from and against all claims, 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 claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be liable, regardless of whether or not it is caused in part by Owner.

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

7.11 Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.12 Counterparts and Electronic Signatures. 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.

SECTION 8 - EXECUTION

8.1 This Agreement (consisting of pages 1 through 21, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Owner:

City of Fort Smith, Arkansas

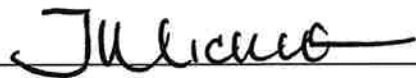
By: _____

Title: Mayor

Date Signed: _____

Engineer:

Mickle Griffin, LLC

By: 

Title: President

Date Signed: 07/16/2025

Engineer License or Certificate No. COA # 4292
State of: ARKANSAS

Address for giving notices:

City of Fort Smith
C/O Stan Snodgrass, Engineering Director
P.O. Box 1908
623 Garrison Ave., Rm 409
Fort Smith, AR 72902

Address for giving notices:

Mickle Griffin, LLC
C/O Nicholas J. Griffin, P.E.
3434 Country Club Avenue
Fort Smith, Arkansas 72903

Designated Representative (see Section 3.8):

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Designated Representative (see Section 3.8):

Nicholas J. Griffin, P.E.

Title: Vice President

Phone Number: 479-649-8484

Facsimile Number: 479-649-8486

E-Mail Address: ngriffin@micklegriffin.com

Appendix A
“Scope of Services for Utility Investigation and Remediation”
2025 CIP Improvements
Fort Smith, Arkansas
Project No. 25-03-D
July 15, 2025

The Engineer, Mickle Griffin, LLC (MG), shall provide professional engineering services for the City of Fort Smith’s 2025 Capital Improvements Program, Street Overlay and Reconstruction, 25-03-D, including utility investigation and remediation within the project corridors as depicted in Exhibit B.

Roadway overlay project includes preparation of construction plans, specifications, and cost estimates to support roadway improvements for approximately 16,660 linear feet of roadway along qty.(16) road corridors in central Fort Smith as described to MG by City of Fort Smith Engineering Staff.

Utilities scope includes:

1. investigation of approximately 9,600 linear feet (LF) of sanitary sewer pipe and approximately qty.(54) manholes utilizing visual and video inspections to assess conditions, identify defects, and recommend interventions if required;
2. preparation of construction plans, specifications, and cost estimates to support the repair of deficient sewer infrastructure as identified previously by the City and based on the findings of the investigation above.

Engineer assumes design scope will not to exceed 9,000LF (3,850LF that the City has identified as requiring repair, plus an additional assumed 5,150LF to be identified from the investigation activities above) of sewer line repair, rehabilitation of not to exceed qty.(30) manholes, and removal and replacement of not to exceed qty.(3) manholes.

Engineer will provide bid phase services to support no more than 2 individual bid lettings.

EXHIBIT A
“Further Description of Basic Engineering Services and Related Matters”
2025 CIP Improvements
Fort Smith, Arkansas
Project No. 25-03-D
July 15, 2025

SCOPE OF SERVICES

The project includes civil engineering design and construction documents preparation for the 2025 Capital Improvements Program, Street Overlay/Reconstruction, 25-03-D.

1. Concept Design

- a. Existing conditions review. Review available information and plans for the surrounding area including as-builts, GIS, and other available data from Owner including preparing preliminary exhibits for schematic design.
- b. Topographic data collection. Perform aerial and field survey of the street and right of way including existing utilities and drainage structures.
- c. 30% Schematic Design: Prepare plan and profile drawings showing all existing infrastructure. The horizontal scale of drawings shall be 1 inch equals 50 feet or larger and the vertical scale shall be 1 inch equals 5 feet. Analyze the existing pavement section and driveway layout to develop preliminary construction phasing.
- d. 30% Design Meeting and Submittal: Host one (1) in-person meeting with CFSED personnel to review 30% submittal.

2. Preliminary Design

- a. Vertical and Horizontal Layout: layout all proposed street horizontal and vertical alignment on plan and profile sheets.
- b. Typical Paving Sections: Design and prepare typical street paving sections for street reconstruction. Plot existing cross sections, including driveway and cross streets.
- c. Prepare 60% Plans: prepare plans of intersecting streets which depict all construction required to provide a smooth transition from the proposed to the existing pavement. Show top of curb elevations or edge of pavement elevations. Show horizontal and vertical

- location, elevations, grades and structure detail. Prepare preliminary storm water and erosion control plans.
- d. Develop Construction Sequencing. Draft preliminary notes on plans to fully describe the construction work to be performed. Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.
 - e. Prepare draft copy of special provisions (special conditions) to the construction specifications.
 - f. 60 % Submittal: Prepare preliminary plan set to include both plan and profile views of proposed drainage improvements. Submit one (1) 60% design review plan set, construction cost estimate, and draft specification book to CFSUD. Host one (1) in-person meeting with CFSUD personnel to review 60% plans. Includes distribution of meeting minutes within seven (7) days of submittal of 60% plans to the City.

Final Design

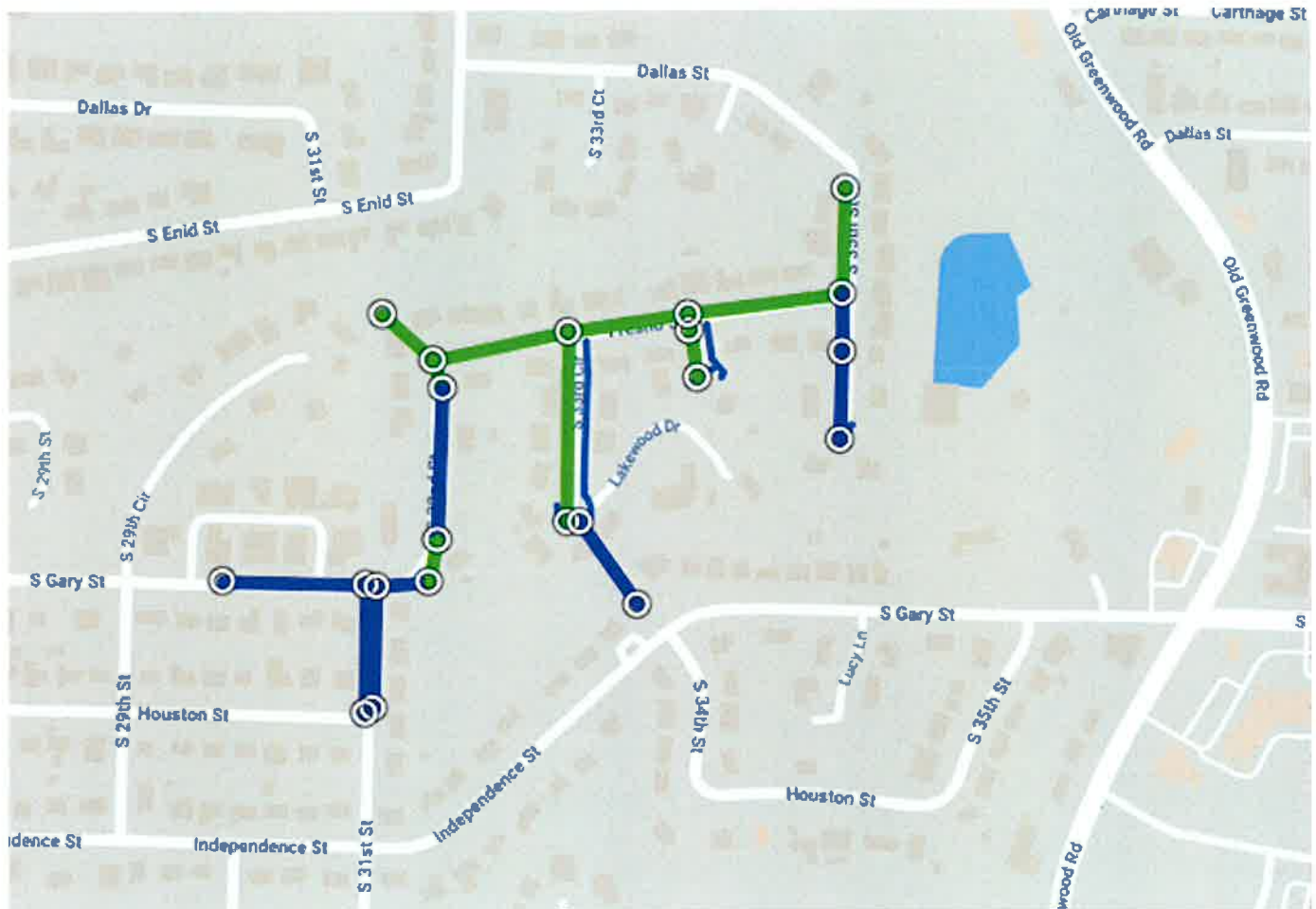
- a. Final Design: Incorporate 60% comments. Finalize design calculations, plans, profiles, details, cross sections, etc.
- b. Basis of Design Report: Creation of Macro drainage basin analysis report including basis of design information for submitted civil plans
- c. Permitting: Prepare construction notes/details and stormwater/erosion control measures. Prepare and submit SWPPP if required, and coordinate approvals through State reviewers. Prepare and submit permit requests to support construction (ADEQ, ADH, ArDOT, USACE, etc.) as needed.
- d. Final Plans and Specifications: Finalize Special Conditions document for the construction contract. Perform QC review of plan set internally. Perform construction quantity take-off itemized by plan sheet, and including list of assumptions. Prepare final Engineer's Construction Cost Estimate. Coordination with Hardscrabble Country Club for final detention pond construction
- e. Easements/Right of way: Assist the City's Appraiser and Right-of-Way Acquisition Agent. Prepare exhibit with updated easements acquisitions required for project. Prepare easement descriptions to be transmitted to City's Attorney to support the acquisition of easements and temporary construction easements.
- f. 90 % Submittal: Submit one (1) 90% design plan set, quantity take-off, construction cost estimate, and final spec book to CFSUD. Host one (1) in-person meeting with CFSUD personnel to review 90% plans. Includes distribution of meeting minutes within seven (7) days of submittal of 90% plans to the City. Incorporate City mark-ups per 90% review feedback. Submit hardcopies of final plan set to CFSUD: one (1) full-size set and three (3) half-size sets.

Submit PDF copy of plan set to CFSED: “issued for bid” plan set, specification book, and final Engineer’s Construction Cost Estimate.

g. Bid Phase Services

- a. Provide up to ten (10) hard copy plan sets to City for distribution to bidders. Owner to maintain official list of plan holders. Host pre-bid conference on-site, and answer any questions about the design documents. Disseminate meeting minutes and sign-in sheet to attendees. Facilitate Requests for Information (RFI’s) from bidders and distribute any required addendums. Assist City in preparation of contract documents for execution between Owner and Contractor. Submit “Issued for Construction” plan sets: five (5) half-sized copies, and one (1) full-size copy.

Exhibit B



■ FULL REPLACEMENT
■ EVALUATE

DRAWN BY:	STAFF
APPROV BY:	ENGINEER
H. SCALE:	NTS
V. SCALE:	NTS
DATE:	07/10/25
JOB NO:	25-05-D
SHEET	1 OF 4

EXHIBIT

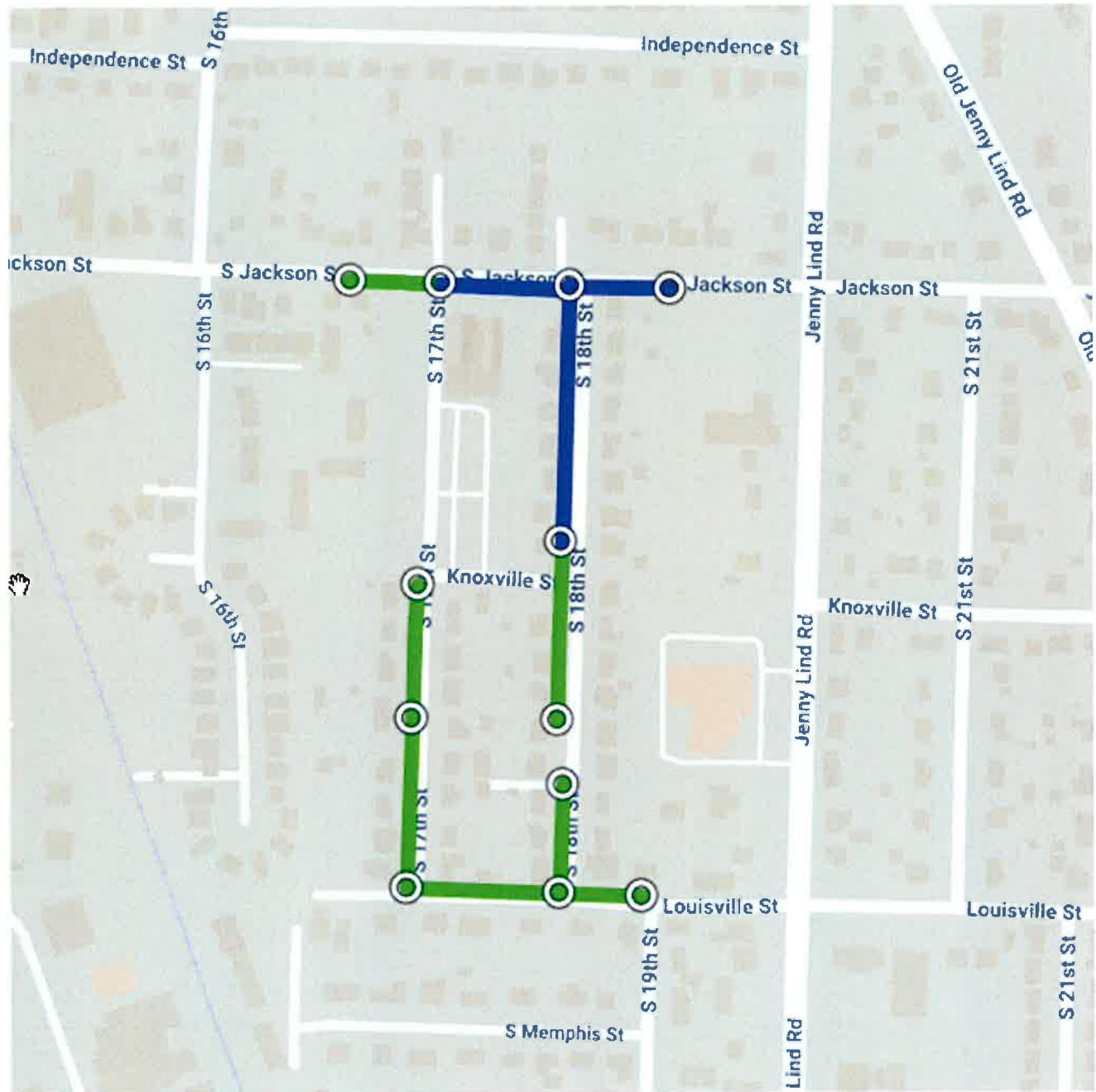
ASSUMED SCOPE SEWER REHABILITATION SUB-BASIN MC05

FORT SMITH, SEBASTIAN COUNTY, ARKANSAS



MICKLE GRIFFIN ENGINEERS - SURVEYORS

3434 Country Club Ave. (479) 649-8484
P.O. Box 8130 Fort Smith, Arkansas Fax: (479) 649-8486
info@micklegriffin.com



■ FULL REPLACEMENT
■ EVALUATE

DRAWN BY:	STAFF
APPV. BY:	ENGINEER
H. SCALE:	NTS
V. SCALE:	NTS
DATE:	07/04/25
JOB NO:	25-03-D
SHEET	2 OF 4

EXHIBIT

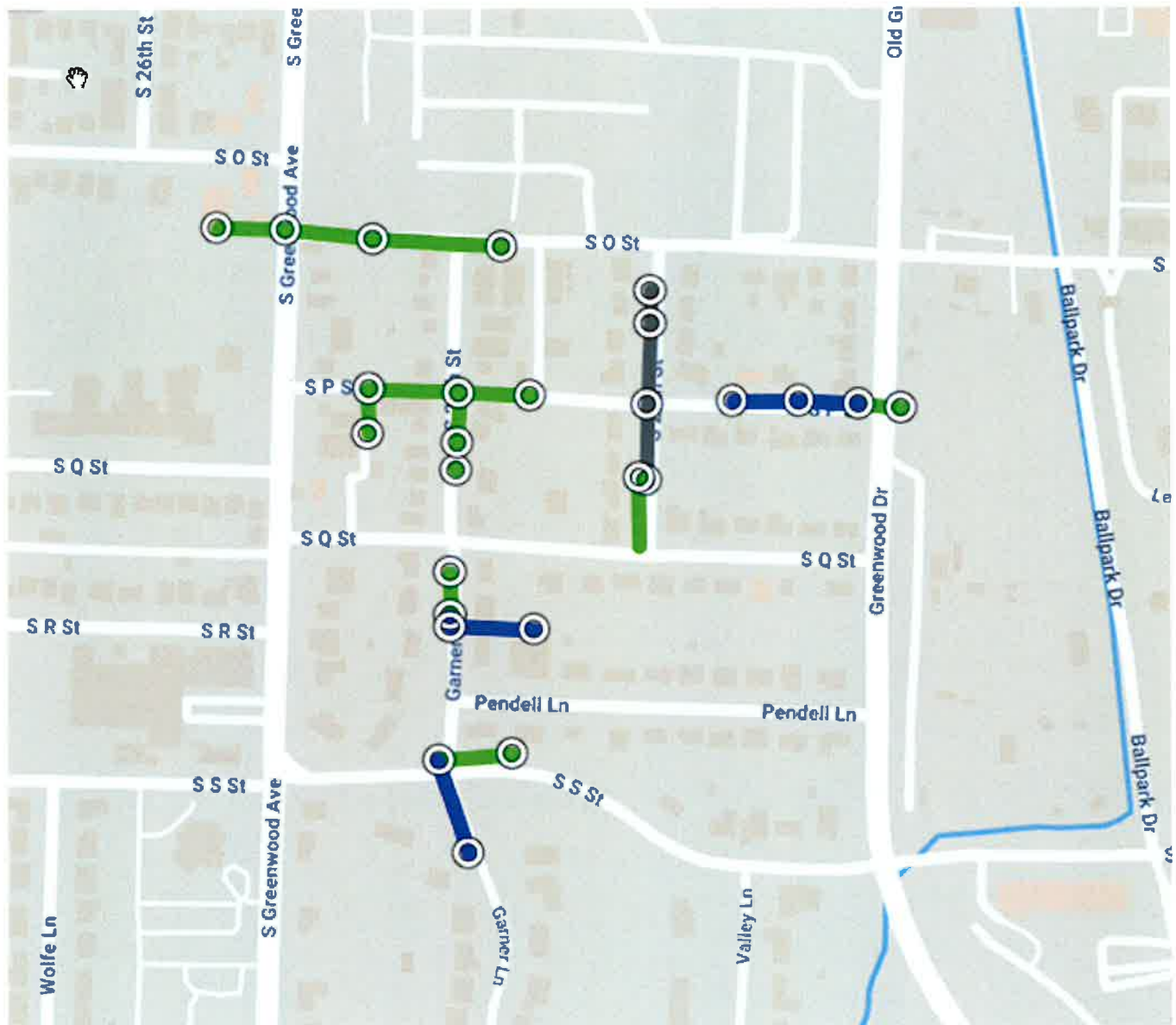
ASSUMED SCOPE SEWER REHABILITATION SUB-BASIN MC06

FORT SMITH, SEBASTIAN COUNTY, ARKANSAS



MICKLE GRIFFIN ENGINEERS - SURVEYORS

3434 Country Club Ave. (479) 649-8484
P.O. Box 8130 Fax: (479) 649-8486
Fort Smith, Arkansas info@micklegriffin.com



- FULL REPLACEMENT
- EVALUATE
- NO WORK

DRAWN BY:	STAFF
APPV. BY:	ENGINEER
H. SCALE:	NTS
V. SCALE:	NTS
DATE:	07/10/25
JOB NO:	25-03-D
SHEET	3 of 4

EXHIBIT

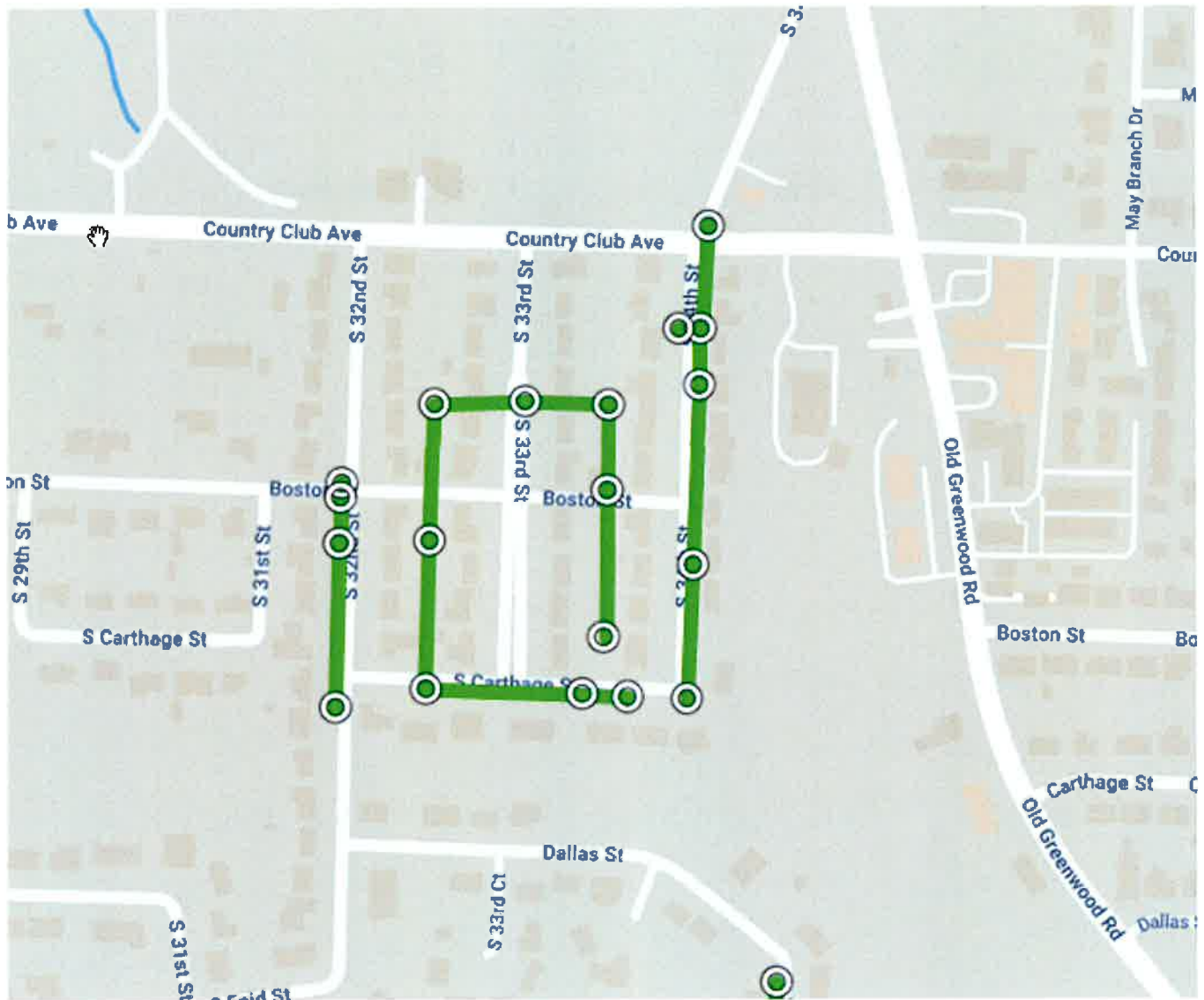
ASSUMED SCOPE SEWER REHABILITATION SUB-BASIN P006 / P009

FORT SMITH, SEBASTIAN COUNTY, ARKANSAS



MICKLE GRIFFIN ENGINEERS - SURVEYORS

3434 Country Club Ave. (479) 649-8484
P.O. Box 8130 Fax: (479) 649-8486
Fort Smith, Arkansas info@micklegriffin.com



EVALUATE

DRAWN BY:	STAFF
APPV. BY:	ENGINEER
H. SCALE:	NTS
V. SCALE:	NTS
DATE:	07/10/25
JOB NO:	25-03-D
SHEET	4 OF 4

EXHIBIT

ASSUMED SCOPE SEWER REHABILITATION SUB-BASIN P009

FORT SMITH, SEBASTIAN COUNTY, ARKANSAS



MICKLE GRIFFIN ENGINEERS - SURVEYORS

3434 Country Club Ave. (479) 649-8484
P.O. Box 8130 Fax: (479) 649-8486
Fort Smith, Arkansas info@micklegriffin.com

Exhibit C
Mickle Griffin Hourly Rates 2025
Fort Smith, Arkansas

2025 HOURLY RATE SCHEDULE

Published: January 01, 2025

Engineer / Principal Officer	\$190.00
Engineer IV	\$164.00
Engineer III	\$149.00
Engineer II	\$132.00
Engineer I	\$109.00
Director of Field Services	\$136.00
Technician II	\$123.00
Technician I	\$103.00
Drafting III	\$95.00
Drafting II	\$81.00
Drafting I	\$65.00
Registered Land Surveyor	\$150.00
Survey Party	
2 Person Crew	\$135.00
3 Person Crew	\$200.00
Clerical III	\$105.00
Clerical II	\$70.00
Clerical I	\$50.00



MICKINC-01

MORGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2025

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

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

PRODUCER BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME:	
	PHONE (A/C, No, Ext): (479) 452-4000	FAX (A/C, No): (479) 484-5185
INSURED Mickle Griffin LLC; Data Testing, Inc. P. O. Box 8130 Fort Smith, AR 72902	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : EMC	NAIC # 21415
	INSURER B : Accident Fund National Ins Co	12305
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Incl Contractual Liab		BBC3770	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6E71397	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6J71397	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	100091924	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate to be issued to specific holder upon award of contract.

Blanket Additional Insured applies, on a primary and non-contributory basis for ongoing and completed operations, as respects the General Liability, Automobile Liability and Umbrella policies when required by written contract.
Blanket Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation policies when required by written contract and where permissible by law. Umbrella policy follows form.

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern - for Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2025

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

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

PRODUCER
Edgewood Partners Insurance Agency
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: ACEC Certificates

PHONE (A/C, No, Ext): 770-552-4225

FAX (A/C, No):

E-MAIL ADDRESS: ACECcertificates@greyling.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Beazley Insurance Company, Inc.

37540

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Mickle Griffin, LLC
Data Testing, Inc.
3434 Country Club Avenue
Fort Smith AR 72903

MICKWAG

COVERAGES

CERTIFICATE NUMBER: 862034808

REVISION NUMBER: 23-24

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			C1BCB251001	6/23/2025	6/23/2026	Per Claim Aggregate \$2,000,000 \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For Proposal Purposes Only

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

AUTHORIZED REPRESENTATIVE

Jeff Connelly

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[intentionally blank – RESERVED for PLI Certificate]

EXHIBIT E
“Engineering Design Cost Estimate”



	Engr. Dept.		Utilities Dept.		Total	
	[Hrs]	[USD]	[Hrs]	[USD]	[Hrs]	[USD]
Concept Design Phase 1.2	412	\$49,408	224	\$135,520	636	\$184,928
Preliminary Design Phase 1.3	476	\$66,524	896	\$124,176	1,372	\$190,700
Final Design Phase 1.4	456	\$57,256	576	\$76,896	1,032	\$134,152
Design Subtotal	1,344	\$173,188	1,696	\$336,592	3,040	\$509,780
 Bid Phase 1.5	 70	 \$14,340	 70	 \$11,340	 140	 \$25,680
 Total	 1,414	 \$187,528	 1,766	 \$347,932	 3,180	 \$535,460
	Engr. Dept.		Utilities Dept.		Total	



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Lance A. McAvoy, Director of Water Utilities
DATE: July 8, 2025
SUBJECT: Easements for Project 23-19 C1 & C4, SSA Remedial Measures, Sub-Basins MC07, P004, S006, Z001

SUMMARY

A Sanitary Sewer Assessment (SSA) was completed in 2016-2017 to identify NASSCO 4-5 rated pipes and manholes throughout various sub-basins in the city. As required to bring the City into compliance with the Consent Decree, the Board has approved multiple construction contracts to rehabilitate/replace those pipes/manholes identified by the SSA.

As part of the ongoing construction listed below are permanent sewer utility easements and a temporary construction easement needed from Union Pacific Railway Company and Patriot Rail Transportation Company LLC:

Crossing No.	Location	Appraised Value
1	23-19-C1 crossing at US Highway 71 South	\$1,000.00
2	23-19-C4 crossing at East of 92nd Street	\$400.00
3	Point repair temporary construction easement adjacent to 5501 South 24th Street	\$100.00

In the event the named landowner declines to grant the easements, staff recommends the city attorney be allowed to move forward under eminent domain to obtain the needed easements. Daily & Woods notified Union Pacific Railway Company and Patriot Railway Company LLC by letter of our intention and the date of the board meeting. A copy of the letter is included for reference.

Because of the project's scheduling, staff recommends approval of the attached Resolution, which includes authorizing the city administrator and city attorney to proceed with eminent domain actions to acquire the needed sewer line easements if the landowner declines to accept the city's offer. As always, representatives of the city will continue to negotiate with the property owners to reach a mutually agreeable settlement.

This project aligns with the goals of the comprehensive plan policy TI5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs.)

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

ATTACHMENTS

1. [7-22-2025_Item_ID_1962_Resolution_Uilities.pdf](#)
2. [7-22-2025 Item ID 1962 Attachments Uilities.pdf](#)
3. [7-22-2025 Item ID 1962 Attachment 2 Uilities a.pdf](#)

FISCAL IMPACT: \$1,500.00

BUDGET INFORMATION: Budgeted / Water Utilities - 5/8% Sales and Use Tax

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACQUISITION OF PERMANENT SEWER UTILITY
EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT FOR
CONSENT DECREE LINE REPAIR PROJECTS

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

SECTION 1: The following appraised values for the acquisition of two sewer utility easements for the construction and maintenance of Project Numbers 23-19-C1 and 23-19-C4 sewer lines and a temporary construction easement for sewer line point repair are hereby approved, and acquisition of the easements for the amounts listed is hereby authorized.

<u>Owner</u>	<u>Appraised Value</u>
Union Pacific Railway Company and Patriot Rail Transportation Company LLC	
(1) Project No. 23-19-C1 crossing at US Highway 71 South	\$1,000.00
(2) Project 23-19-C4 crossing at East of South 92 nd Street	\$400.00
(3) Point repair temporary construction Easement adjacent to 5501 South 24 th Street	\$100.00

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easements for the above listed amount.

SECTION 3: In the event the easements and access permit cannot be acquired by negotiation, the City Administrator and the City Attorney are hereby authorized to commence eminent domain proceedings to obtain the necessary easements described in Section 1 and deposit just compensation of the appraised values listed in Section 1. The funding source is the 5/8% Sales and Use Tax dedicated to Consent Decree projects.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney

NPR

Crossing Number 1

Location – WARD 4: East side of Highway 71 across from Breeden Dodge.



Close up of Subject Tract.



COUNTY TAX AERIAL – Red Dash Line by appraiser is the Assembled tract
Legal Descriptions for the Assembled Tract are not available and the above
is based on the appraiser scaling various maps

Proposed Easement and Work. This will be a bore.



ASSEMBLED SITE AND PROPOSED EASEMENT
Orange Line is Assembled Tract. Green Dash Line is Railroad R/W
Blue Line is the Proposed Sewer Easement.

Sewer Line Easement Description that was provided to Appraiser.

PROPOSED SEWER LINE EASEMENT

The permanent easement acquisition is for the proposed sewer line. The appraiser has not been provided with a legal description of Exhibit of the proposed easement. Appraiser was told the easement will be 10' wide and the length of the railroad right-of-way which equates to +/- 1,000 SF. The location of the easement was provided via an aerial which is shown on the following page.

Crossing Number 2

Location – WARD 4: Northwest of Peak Innovation Center.



Close up of Subject Tract.



NORTHWEST CORNER OF HWY 255 AND PAINTER LANE
South Zero Street and Highway 255 are synonymous
Parent Tract in Blue, Subject Tract in Red (by appraiser).
County Tax Aerial

Proposed Easement and Work. This will be a bore.



SUBJECT ASSEMBLE SITE AND PROPOSED EASEMENT
Orange Line is +/- 14.14 Acre Parent Tract. Green Dash Line is Railroad R/W

Sewer Line Easement Description that was provided to Appraiser.

PROPOSED SEWER LINE EASEMENT

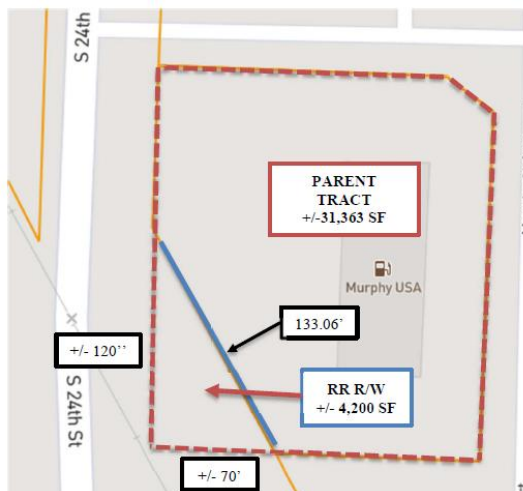
The permanent easement acquisition is for the proposed sewer line. The appraiser has not been provided with a legal description of Exhibit of the proposed easement. Appraiser was told the easement will be 10' wide and the length of the railroad right-of-way which equates to +/- 1,000 SF. The location of the easement was provided via an aerial which is shown on the following page.

Crossing Number 3

Location – WARD 4: East side of South 24th Street on the Murphy USA property.

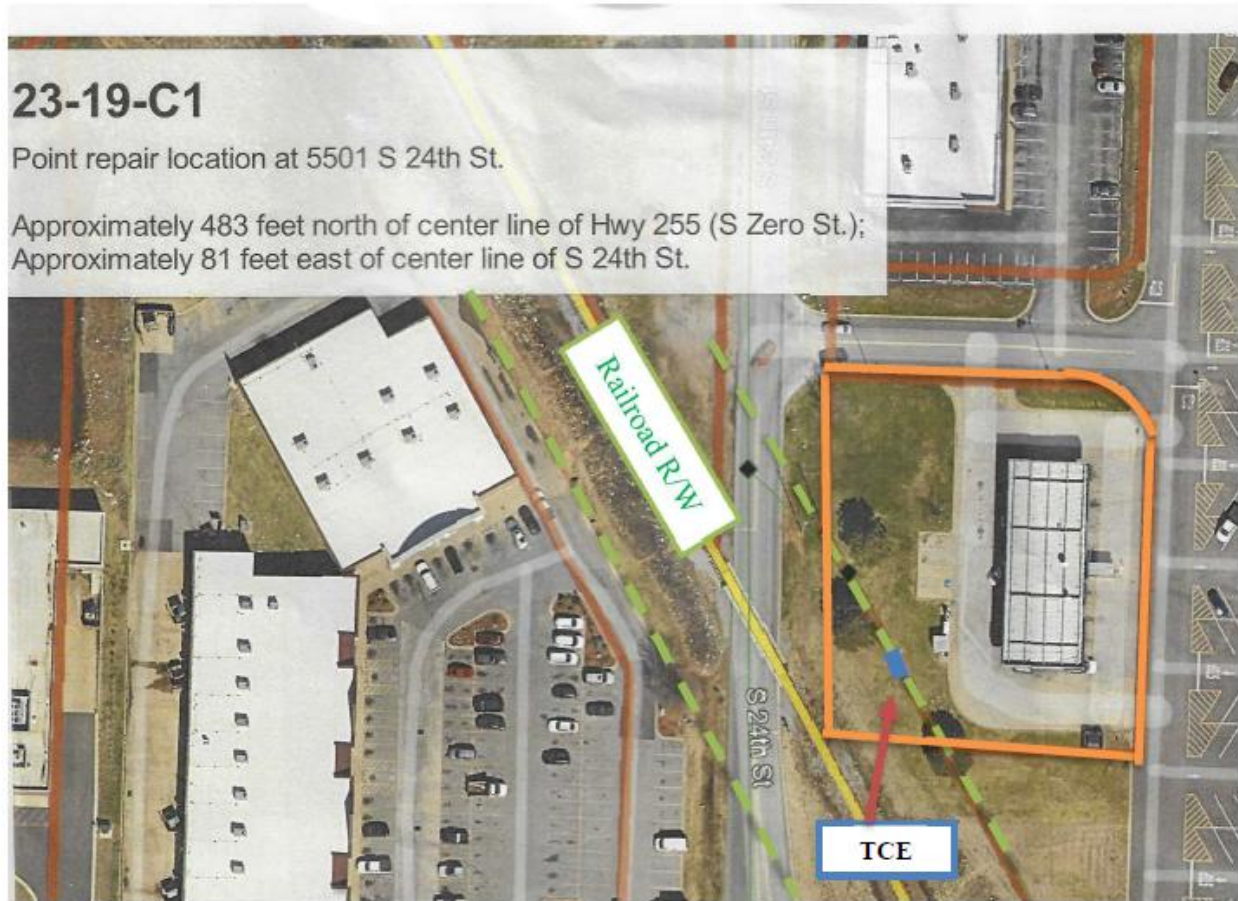


Close up of Subject Tract.



Red Dash Line is ASSEMBLED TRACT
Blue Line is Railroad right-of-Way
Colored Lines and Inserts by appraiser
FOR VISUAL PURPOSES ONLY

Proposed Easement and Work. This is an open cut.



ASSEMBLED SITE AND PROPOSED EASEMENT
Orange Line is Assembled Tract. Green Dash Line is Railroad R/W
Blue Line along RR R/W is TCE location

Temporary Construction Easement Description that was provided to Appraiser.

A small area on the railroad right-of-way is needed for the repair of a sanitary sewer line on an adjacent property. The City has orally instructed the appraiser to consider a 5' x 15' Temporary Construction Easement on portions of the north railroad right-of-way being a strip 5' deep into the right-of-way and parallel and adjacent to the north right-of-way line. The total easement area will be +/- 75 SF.

This easement is only temporary and a market value estimate before and after is not required. Appraiser has been asked to use a maximum construction time of one year. The use of the easement will not be for a full year but one year is used since the timing and length of use is unknown

DAILY & WOODS

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

KMW BUILDING
58 SOUTH SIXTH STREET
P.O. BOX 1446
FORT SMITH, AR 72902
TELEPHONE (479) 782-0361
FAX (479) 782-6160

www.dailywoods.com

HARRY P. DAILY (1886-1965)
JOHN P. WOODS (1886-1976)
JOHN S. DAILY (1912-1987)
BEN CORE (1924-2007)

WRITER'S E-MAIL ADDRESS
JCanfield@DailyWoods.com

JERRY L. CANFIELD, P.A.
THOMAS A. DAILY, P.A.
WYMAN R. WADE, JR., P.A.
DOUGLAS M. CARSON, P.A.
C. MICHAEL DAILY, P.A. †
COLBY T. ROE, P.A. ●
ETHAN M. BRIDGFORTH

† Also Licensed in Oklahoma, Wyoming &
North Dakota

● Also Licensed in Texas

July 14, 2025

Ms. Darla Tierney
Regional Manager, Real Estate
Patriot Rail Company

Via Electronic Mail: darla.tierney@patriotrail.com

Re: City of Fort Smith

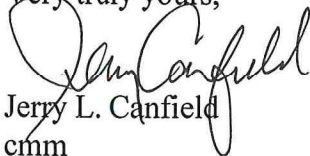
Dear Ms. Tierney:

The City has negotiated for years regarding a master agreement for the City's sanitary sewer and water lines crossings of rail facilities with the predecessors to Patriot Rail and now with Patriot Rail. Although progress has been made regarding contractor obligation for insurance and indemnity obligations, the issue of annual fees for new crossings (see your email of September 16, 2024) prevents an agreement. Fort Smith does not believe the public purposes served by the railroad and by the City's utility systems should be administered as a profit center for the railroad.

It is necessary for the City to acquire three relatively minor easement interests for projects of its municipal sanitary sewer system. I am attaching a proposed resolution that will be presented to the City's governing body on July 22, 2025. I am also attaching a draft eminent domain application which may need to be filed assuming the governing body approves the resolution. The City believes its public's best interest is to not agree to annual fees for permanent utility crossings (or temporary access permits). The City believes the engineered, underground crossings and the slight temporary construction use present no unreasonable burden on the rail facilities.

If Patriot would be willing to agree to licenses for the three projects without annual fees, please let us know. If you would like to review the appraisals regarding the projects, please advise and we will provide. If you need more technical information regarding the projects, please advise and we will provide contact information for the City's utility department and engineering representatives.

Very truly yours,



Jerry L. Canfield
cmm

Enclosures

cc: Chad Bethel
Lance McAvoy
Jeff Dingman
Colby Roc

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACQUISITION OF PERMANENT SEWER UTILITY
EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSENT
DECREE LINE REPAIR PROJECTS

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

SECTION 1: The following appraised values for the acquisition of two sewer utility easements for the construction and maintenance of Project Numbers 23-19-C1 and 23-19-C4 sewer lines and a temporary construction easement for sewer line point repair are hereby approved, and acquisition of the easements for the amounts listed is hereby authorized:

<u>Owner</u>	<u>Appraised Value</u>
Union Pacific Railway Company And Patriot Rail Transportation Company LLC	
(1) Project 23-19-C1 crossing at US Highway 71 South	\$1,000.00
(2) Project 23-19-C4 crossing at East of South 92 nd Street	\$400.00
(3) Point repair temporary construction Easement adjacent to 5501 South 24 th Street	\$100.00

SECTION 2: The City Administrator, or his designated agent, and the City Attorney are hereby authorized to acquire the easements for the above-listed amount.

SECTION 3: In the event, the easements and access permit cannot be acquired by negotiation, the City Administrator and the City Attorney are hereby authorized to commence eminent domain proceedings to obtain the necessary easements described in Section 1 and

deposit just compensation of the appraised values listed in Section 1. The funding source is the 2018 Revenue Bonds.

This Resolution adopted this ____ day of July, 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

NPR

IN THE CIRCUIT COURT OF SEBASTIAN COUNTY, ARKANSAS
FORT SMITH DISTRICT

CITY OF FORT SMITH, ARKANSAS

PLAINTIFF

Case No. 66FCV-2025-_____

PATRIOT RAIL TRANSPORTATION COMPANY LLC and
UNION PACIFIC RAILWAY COMPANY

DEFENDANTS

APPLICATION FOR CONDEMNATION

Comes now the Plaintiff, City of Fort Smith, Arkansas, and for its Application for
Condemnation of the real property interests described herein and against the parties defendant
hereto, states and alleges as follows:

1. The Plaintiff is a municipal corporation organized and existing under and by virtue of
the laws of the State of Arkansas and, pursuant to powers granted to it by law, Plaintiff is
authorized to acquire the real property interests herein described under its power of eminent
domain.

2. The Defendants are the owners of or otherwise possess some interest in the tracts of
real property described herein, which are located within the corporate limits of the Plaintiff. On
information and belief, the Defendant, Union Pacific Railway Company (hereinafter "Union
Pacific"), is the owner of the subject properties and the Defendant, Patriot Rail Transportation
Company LLC (hereinafter "Patriot Rail"), holds a long term lease of the subject properties.

3. In connection with projects for the construction and maintenance of its municipal
sanitary sewage system, the Plaintiff will construct and maintain new sanitary sewer lines

crossing beneath the rail facilities of Defendants as a part of Project 23-19-L1 at a location on State Highway 71 South described in paragraph 4(a) below, as a part of Project 23-19-C4 at a location east of South 92nd Street described in paragraph 4(b) below, and a point repair of an existing sanitary sewer line at a location adjacent to 5501 South 24th Street described in paragraph 4(c) below.

4. (a) As a part of Plaintiff's project 23-19-C1, a new sanitary sewer line will be constructed across the 100' width of Defendants' railroad right of way lying between McKinley Avenue and Highway 255 crossing along the west property line of replat of Tracts 1-2, Johnny Cake Central replat on South 26th Circle and east right of way of State Highway 71, being a part of Section 4, Township 7 North, Range 32 West, in the City of Fort Smith, Sebastian County, Arkansas.

(b) As a part of Plaintiff's Project 23-19-C1, a new sanitary sewer line will be constructed across the 100' width of Defendants' railroad right of way lying East of South 92nd Street and West of Painter Lane along north property line of Fort Smith School District tract (5900 Painter Lane) platted as Lot 1A Hutcheson Industrial Park, being a part of Section 5, Township 7 North, Range 31 West in the City of Fort Smith, Sebastian County, Arkansas.

(c) The Plaintiff is performing point repair maintenance of an existing sewer line located adjacent to the 133.06' property line of 5501 South 24th Street, which is adjacent to, and accessed from the Wal-Mart parking lot along the East right of way of South 24th Street, being a part of Section 33, Township 8 North, Range 32 West in the City of Fort Smith, Sebastian

County, Arkansas.

5. The interests which Plaintiff hereby applies to condemn are:

(a) ten feet (10') wide permanent sanitary sewer line easement providing for the permanent construction and maintenance of a 12 inch sewer line in a 24 inch casing under ground, over, across, under and upon approximately 1,000 square feet of Defendants' property described in paragraph 4(a), under the terms of Exhibits B, C, and D attached hereto.

(b) ten feet (10') wide permanent sanitary sewer line easement providing for the permanent construction and maintenance of a 8 inch sewer line in an 18 inch casing under ground, over, across, under and upon approximately 1,000 square feet of Defendants' property described in paragraph 4(b), under the terms of Exhibits B, C, and D attached hereto.

(c) A five feet (5') wide by fifteen feet (15') long (75 square feet) of temporary construction easement permitting temporary access to Defendants' property for the purpose of providing additional work space (no closer than 40 feet of Defendants' rails) for a point repair maintenance of Plaintiff's sanitary sewer line located in an existing easement adjacent to Defendants' real property described in paragraph 4(c).

6. The acquisition of the described interests in said tracts are in the public interest and necessary for the construction and operation of Plaintiff's municipal sanitary sewer system for which purpose the Plaintiff has been given the power of eminent domain by the laws of the State of Arkansas.

7. It is necessary for the Plaintiff to acquire immediate possession of the subject property

interests for construction purposes as the determination of the questions in controversy in this proceeding will retard the progress of said work. Plaintiff desires to deposit as an estimate of just compensation the sum of \$1,000.00 regarding the acquisition described in paragraph 5(a), \$400.00 regarding the acquisition described in paragraph 5(b), and \$100.00 regarding the acquisition described in paragraph 5(c) subject to the orders of this Court, for the purpose of making compensation when the amounts of compensation shall have been assessed. Plaintiff alleges that said deposits are in excess of the aggregate value of the acquisitions herein applied for.

WHEREFORE, Plaintiff prays for an order of this Court designating the total sum of \$1,500.00 to be deposited by the Plaintiff in the Registry of the Court for the payment, upon appropriate orders of the Court, to the entities from whom the interests condemned herein are taken as the interests may be determined upon final hearing of this action; that, upon making the aforesaid deposit, the Plaintiff, its agents, contractors and permittees be allowed to immediately take possession of and enter upon said tracts of land listed herein for the purposes described herein. Further, Plaintiff prays that an order be entered by this Court approving the condemnation of said tracts of land for the uses and purposes herein set forth; that the just compensation to which the Defendants may be entitled, by reason of the taking of the specified interests in the above described tracts of land, be ascertained in the manner provided by law and, upon payment by the Plaintiff to the Defendants of the just compensation so ascertain or upon the deposit of the estimated just compensation by the Plaintiff into the Registry of the Court for the

use and benefit of the entities entitled thereto, that the interests applied for herein be vested exclusively in the Plaintiff, and that the Plaintiff be granted such further relief to which it may be entitled.

CITY OF FORT SMITH, ARKANSAS

Daily & Woods, P.L.L.C.
P.O. Box 1446
Fort Smith, Arkansas 72902-1446
(479)782-0361

By: _____

Jerry L. Canfield
Arkansas Bar No. 70016

VERIFICATION

STATE OF ARKANSAS)
COUNTY OF SEBASTIAN)§§

I, being of lawful age and after being first duly sworn, state on oath that I have read the foregoing pleading, and the facts and matters therein set out are true and correct to the best of my knowledge, information and belief.

LANCE MCAVOY
DIRECTOR OF WATER SERVICES

Subscribed and sworn to before me this _____ day of July, 2025.

Commission expires:

Notary

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- (A) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify, or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines, and other facilities upon, along, under, or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.
- (B) This Agreement is subject and subordinate to the Lease Agreement dated July 7, 1991, as amended from time to time, between Railroad and Missouri Pacific Railroad Company (of which Union Pacific Railroad Company is successor in interest). The foregoing grant is also subject to all outstanding superior rights (including those in favor of mortgagees, licensees, and lessees of the Railroad's property, and others), and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- (A) The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Railroad's current standards and specifications ("UP Specifications" attached hereto at Exhibit D), except for variances approved in advance in writing by the UP's Assistant Vice President Engineering - Design, or his authorized representative; (ii) such other additional safety standards as the Railroad, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance of Way Association ("AREMA") standards and guidelines (collectively "UP Additional Requirements") and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- (B) All work performed on property of the Railroad in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Railroad.
- (C) Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Railroad's property, the Licensee shall submit to the Railroad plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Railroad's operations, and shall not proceed with the work until such plans have been approved by the Vice President of Transportation of the Railroad and then only under the supervision of the General Manager or his authorized representative. The Railroad shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline (including flagging, as provided in Tariff FT-FSR-9010), and, in the event the Railroad provides such support, the Licensee shall pay to the Railroad, within thirty (30) days after bills shall have been rendered therefore, all expenses incurred by the Railroad in connection therewith, which expenses shall include all assignable costs.
- (D) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- (E) In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work, including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / RAILROAD REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- (A) If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as possible to Railroad before commencing any work. In all other situations, the Licensee shall notify Railroad at least ten (10) days (or such other time as Railroad may allow) in advance of the commencement of any work upon the property of the Railroad in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following representative of Railroad, or his duly authorized representative (hereinafter "Railroad Representative"): Kelle Williams, Fort Smith Railroad Co., 5619 DTC Parkway, Suite 650, Greenwood Village, CO.

- (B) Licensee, at its expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad "flagger" or other Railroad personnel, or by compliance by Licensee with any requests or recommendations made by the Railroad or Railroad's Representative.
- (C) At the request of Railroad, Licensee shall remove from Railroad's property any employee who fails to conform to the instructions of the Railroad's flagger in connection with the work on Railroad's property. Licensee shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.
- (D) The Railroad Representative shall arrange for flagging, in accordance with Tariff FT-FSR-9010, and shall determine whether any other track protection or safety measures may be necessary. Licensee shall pay, or require its contractor to pay, all bills for flagging and other services, within thirty (30) days of receipt of billing. Licensee acknowledges that Railroad's flagger is present to protect the Railroad, not the Licensee's personnel or activities, and any flagging or other measures performed by Railroad shall not relieve Licensee of any responsibilities or liabilities set forth in this Agreement.
- (E) Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- (F) Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job. Prompt notification shall be given to Railroad of any U.S. OSHA reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by Railroad in connection therewith for supervision, flagging, inspection, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- (A) The Licensee herein granted is subject to the needs and requirements of the Railroad in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Railroad's property, as the Railroad may designate, whenever in the furtherance of its needs and requirements, the Railroad, at its sole election, finds such action necessary or desirable.
- (B) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on the property of the Railroad in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this Section.

Section 6. NO INTERFERENCE WITH RAILROAD.

- (A) The Pipeline and all parts thereof within and outside of the limits of the property of the Railroad shall be designed, constructed and, at all times, maintained, operated, repaired, renewed, and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- (B) Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written consent of Railroad.
- (C) No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Railroad.
- (D) When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track.

- (E) Operations of Railroad and work performed by Railroad's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Railroad shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad's train movements and other activities by Railroad take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF UNDERGROUND FACILITIES.

- (A) Fiber optic cables, pipelines, wirelines, and other underground facilities may be buried under the Railroad's property. Protection of such facilities is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Union Pacific Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's property to be used by the Licensee. Licensee shall also contact the appropriate local "one call" system to determine if any other underground facilities are located on Railroad's property. If they are, Licensee will telephone the telecommunications or other company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Railroad's property until such protection or relocation has been accomplished. Licensee shall indemnify and hold Railroad and UP harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- (B) IN ADDITION TO THE OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE RAILROAD AND U.P. HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY, AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM, WIRELINE, PIPELINE, OR OTHER UNDERGROUND FACILITY ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY UTILITY, PIPELINE, OR COMMUNICATIONS COMPANY OR OTHER ENTITY OWNING OR OPERATING ANY UNDERGROUND FACILITIES, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY, OR EXPENSES ARE CAUSED BY EITHER (I) THE SOLE, DIRECT AND ACTIVE NEGLIGENCE OF RAILROAD, OR (II) GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT OF THE RAILROAD, AS DETERMINED BY A FINAL JUDGMENT OF A COURT OR ARBITRATOR OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY SHALL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING OUT FROM OR RELATING TO OR IN CONNECTION WITH, IN WHOLE OR IN PART, THE NEGLIGENCE OF RAILROAD OR ANY RELATED PERSON OR ENTITY. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATIONS, UTILITY, PIPELINE COMPANY OR OTHER ENTITY OWNING OR OPERATING UNDERGROUND FACILITIES ON RAILROAD'S PROPERTY, OR A CUSTOMER OR USER OF SERVICES OF SUCH ENTITY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL TAXES

- (A) Licensee shall fully pay for all materials joined or affixed to and labor performed upon the Railroad's property in connection with the construction, maintenance, repair, renewal, modification, or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Railroad against and from any and all liens, claims, demands, costs

and expenses of whatsoever nature (including, without limitation, court costs and expenses and attorney's fees) in any way connected with or growing out of such work done, labor performed or materials furnished.

- (B) The Licensee shall promptly pay or discharge all taxes, charges, fees and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon the property of the Railroad, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction, maintenance or use of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge, fee or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Railroad, then the Licensee shall pay to the Railroad an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Railroad as compared with the entire value of such property.

Section 9. RESTORATION OF RAILROAD'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the other property of the Railroad in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event, the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to as good a condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, directors, agents, employees, successors and assigns, against and from any and all liability, loss, damages, penalties, fines, claims, demands, costs and expenses of whatsoever nature (including, but not limited to, court costs and expenses and attorneys' fees), which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of, arises from, the moving or disturbance of any property of the Railroad.

Section 10. INDEMNITY.

- (A) As used in this Section, "Railroad" includes the Railroad, Union Pacific Railroad Company, and their respective parent(s), subsidiaries, affiliated entities, officers, directors, agents, employees, attorneys, insurers, successors and assigns, and any other railroad company(ies) using the Railroad's property at or near the location of the Licensee's installation and their officers, directors, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, liabilities, penalties, fines, judgments, costs and expenses of whatsoever nature, including, but not limited to, court costs and expenses, attorney fees, and pre-judgment and post-judgment interest, which may result from: (a) injury to or death of persons whomsoever (including Railroad's officers, directors, agents and employees and Licensee's officers, directors, agents and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property and/or Railroad's property, damage to the roadbed, tracks, equipment or other property of the Railroad, or property in its care, custody or control).
- (B) AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL CAUSE ITS CONTRACTOR TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RAILROAD FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):
1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT, INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;
 2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;
 3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;
 4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;
 5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL, OR EXERCISE CONTROL OVER;
 6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT TO THE EXTENT THE LOSS IS CAUSED EITHER BY (I) THE SOLE, DIRECT AND ACTIVE NEGLIGENCE OF THE RAILROAD, OR (II) THE GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT OF THE RAILROAD, AS DETERMINED BY A FINAL JUDGMENT OF A COURT OR ARBITRATOR OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY SHALL

OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM OR RELATING TO OR IN CONNECTION WITH, IN WHOLE OR IN PART, THE NEGLIGENCE OF RAILROAD OR ANY RELATED PERSON OR ENTITY.

- (C) Upon written notice from Railroad, Licensee agrees to assume the defense of any lawsuit or proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for any/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions property of the Railroad not occupied by the roadbed and track or tracks of Railroad, and shall restore, to the satisfaction of Railroad, such portions of such property to as good a condition as they were in before the Pipeline was originally constructed. If the Licensee fails to do the foregoing, the Railroad may, but is not obligated to, perform such work of removal and restoration at the cost and expense of Licensee. In the event of the removal by Railroad of the property of Licensee and of the restoration of the Railroad's property as herein provided, Railroad shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Railroad may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed or performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof. No failure or delay on the part of the Railroad in exercising any right, power or remedy hereunder shall preclude any subsequent or further exercise thereof.

Section 13. TERMINATION.

- (A) If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Railroad to the Licensee specifying such default, the Railroad may, at its option, forthwith immediately terminate this Agreement by written notice.
- (B) Notice of default and notice of termination shall be served as provided in Article 9. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued or liabilities, accrued or otherwise, which may have arisen prior thereto

Section 14. AGREEMENT NOT TO BE ASSIGNED.

- (A) Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the prior written consent of Railroad. Any assignment or attempted assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such prior written consent, shall be void and, at the option of Railroad, shall terminate this Agreement. With any request for consent to an assignment, Licensee shall provide Railroad with the name of the proposed assignee and its principals, and the certified financial statement of the proposed assignee.
- (B) Notwithstanding the foregoing, Licensee may, without Railroad's consent but with prior written notice to Railroad, assign to: (1) any financially responsible entity controlled by, controlling, or under common control with Licensee; or (2) any entity into or with which Licensee is merged or consolidated or which acquires ownership or control of all or substantially all of the assets of Licensee.
- (C) In the case of any assignment Licensee shall provide Railroad: (i) with fully executed counterparts of all agreements pertaining to the assignment, and an assignment and assumption agreement in a form acceptable to Railroad, confirming that assignee has accepted and assumed all obligations of Licensee under this Agreement for the benefit of Railroad; and (iii) the name, address and contact information of the assignee.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their officers, directors, employees, agents, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is finally determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Section 17. JURISDICTION.

Licensee acknowledges that Railroad is a common carrier engaged in interstate commerce, and that Railroad and its property are under the jurisdiction of the Surface Transportation Board ("STB") and the Federal Railroad Administration ("FRA"), and that this Agreement shall be construed and performed under the regulations and orders of the STB, FRA, and all other applicable laws, regulations and orders of the United States of America.

Section 18. CONSTRUCTION OF AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, oral or written. No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the parties, and specifying with particularity the nature and extent of such waiver, modification or amendment. Unless otherwise expressly provided or unless the context otherwise requires, words importing the singular number shall mean and include the plural number, and vice versa. The term "including," when used herein shall be construed to mean "including, but not limited to," whether or not the full phrase is used.

END OF EXHIBIT

EXHIBIT C
INSURANCE REQUIREMENTS

(A) Licensee, or Licensee's contractor(s), shall, at its sole expense, procure the following kinds of insurance and provide Railroad a Certificate(s) of Insurance certifying to the effectiveness of such insurance.

(1) General Public Liability, including a Railroad Contractual Endorsement, providing bodily injury, including death, personal injury and property damage with a combined single limit of at least \$3,000,000 each occurrence.

(2) Workers' Compensation Insurance (during any period of work) covering the statutory liability as determined by the compensation laws of the State of Arkansas and Employers' liability. Also compliance with all laws of any other state(s) affected by this Agreement, including laws of states which require participation in their state workers' compensation fund.

(3) Automobile Public Liability Insurance providing bodily injury and property damage with a combined single limit of at least \$1,000,000, each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, and mobile equipment to the extent it may be excluded from general liability insurance.

(B) Licensee and/or its contractor(s) shall promptly pay when due all premiums for such insurance and shall keep such insurance in force for the life of this Agreement. Such insurance policy(ies) shall contain an endorsement naming Fort Smith Railroad Co., and the Union Pacific Railroad Company ("Lessor"), as an additional insured with respect to all liabilities arising out of Licensee's obligations to Railroad in this Agreement, severability of interests, and shall be endorsed to provide contractual liability with respect to all liabilities assumed by the Licensee under this Agreement, and that coverage shall not be canceled or changed during the term of this Agreement without giving thirty (30) days prior written notice to the Railroad at the address for insurance correspondence specified hereinbelow.

(C) Licensee and its contractors waive their rights to subrogation, as respects the above insurance policy(ies), against Railroad and Lessor, for payments made to or on behalf of employees or agents of Licensee, and for loss of its owned or leased property or property under its care, custody or control while on or near the Premises, or the adjoining Railroad right-of-ways. The insurance provided hereunder shall be primary with respect to any insurance carried by Railroad or Railroad's Lessor.

(D) Licensee WARRANTS that this Agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and endorsements as required herein.

(E) The insurance policy(ies) shall be written by a reputable insurance company acceptable to Railroad. Such insurance company shall be authorized to transact business in the State of Arkansas.

(F) All insurance correspondence shall be directed to: Right of Way Agent, Fort Smith Railroad Co., 5619 DTC Parkway Suite 650, Greenwood Village CO, or such other address as Railroad may provide to Licensee.

END OF EXHIBIT.

Note - Need Patriot info

Exhibit C-Pipeline

"EXHIBIT D"
COMMON STANDARD

**SPECIFICATIONS FOR PIPELINES WITH MAXIMUM
CASING DIAMETER OF 48 INCHES AND ENCASED GAS
TRANSMISSION LINES CROSSING UNDER RAILROAD TRACKS**

A. FOR FLAMMABLE SUBSTANCES

1. SCOPE

Pipelines included under these specifications are those installed to carry oil, gas, gasoline, or other flammable or highly volatile substances.

2. CARRIER PIPE

Carrier pipe inside of casing under railroad track and right of way shall be of good construction of steel, wrought iron, cast iron, pure or alloyed iron; and shall be either seamless or substantially welded pipe, with welded coupling, or other "approved" joints. Pipe shall be laid with slack (no tension or compression) in the line. Use of a carrier pipe of material other than the above-mentioned iron or steel must be approved by the Chief Engineer of the Railroad.

3. CASING PIPE

Casing pipe and joints shall be uniformly thick steel construction approved by the Railroad's Chief Engineer and shall be capable in its entirety of withstanding load of railroad roadbed, track and traffic; also shall be constructed so as to prevent leakage of any matter from the casing or conduit throughout its length under track and Railroad right of way.

The casing shall be installed with even bearing throughout its length, and to prevent formation of standing liquids shall slope to one end.

Wall thickness of the casing must be no less than that specified in the attached steel casing pipe wall thickness chart.

Inside diameter of the casing shall be at least 10% larger than the outside diameter of the carrier pipe but no less than 2 inches greater than largest outside diameter of carrier pipe, joints or couplings.

4. CATHODIC PROTECTION

Where cathodic protection is used on the carrier pipe, an above ground test box constructed specifically for this purpose will be provided adjacent to casing vent pipe with test wires attached to casing wall and carrier pipe, as shown in Fig. 1.

5. SEALS AND VENTS

Where ends of casing are below ground, they shall be suitably sealed to outside of carrier pipe against intrusion of foreign material which might prevent ready removal of the carrier pipe. Also, the casing must be properly vented above ground with vent pipes having inside diameter equal to 10% of nominal size of the carrier pipe but no less than 2 inches and extending not less than 4 feet above ground surface. Vent pipe at low end of casing shall be

connected with bottom of casing and vent at high end shall be connected with top of casing. Top of vent shall be fitted with down-turned-elbow properly screened.

6. DEPTH OF CASING

The depth from base of railroad rail to top of casing at its closest point shall not be less than 10 feet and on other portions of Railroad right of way where casing is not directly beneath any track the depth from surface of right of way, and from bottom of ditches to top of casing, shall not be less than 7 feet. Where it is not possible to secure the above depths, special construction shall be used as approved by the Railroad's Chief Engineer.

7. LENGTH OF CASING

Casing shall extend at least 45 feet or $2(D)+20$ feet, (where "D" equals depth of the bottom of the casing below Railroad subgrade), whichever is greater, each side from (measured at right angles to) centerline of outside track. The casing is to extend beyond the limit of the Railroad right of way as required to obtain the specified length. If additional tracks are constructed in the future, the casing shall be correspondingly extended at the utility's expense. When a carrier pipe other than iron or steel is allowed, then the pipe must be encased in steel for its entire length on Railroad right of way or that length determined above, whichever is greater.

8. JACKING PITS

Jacking pits shall be a minimum of 30 feet from the centerline of track.

9. SHUT-OFF VALVES

Where warranted by special local conditions as determined by the Railroad Company, accessible emergency shut-off valves shall be installed within effective distances at each side of the crossing.

10. LOCATION

Pipelines shall, where practicable, be located to cross tracks at approximately right angles thereto and said crossing shall not be closer than 50 feet to any portion of any Railroad bridge, building, or other important structure, nor to any switch unless specifically approved by the Chief Engineer.

Pipelines, casing pipe and vent pipes shall be at least 16 feet (vertically) from aerial electric wires and shall be suitably insulated from underground conduits carrying electric wires on Railroad right of way.

11. TOPOGRAPHY

Pipelines carrying extremely high pressure, volatile or highly flammable material shall, where practicable, be located where the ground surface slopes downward away from the railroad tracks. Also, when large capacity pipes are located where the ground surface ascends above the railroad roadbed, there must be sufficient adjacent opening under the tracks to carry off the material in event of rupture.

12. RESTORATION OF RIGHT OF WAY

Upon completion of the pipeline installation work, all rubbish, excess materials, temporary structures and equipment are to be removed and the Railroad's right of way cleaned and restored to the satisfaction of the Railroad's Chief Engineer or his authorized representative.

Disturbed areas shall be seeded or otherwise protected to control erosion as specified by the Chief Engineer of the Railroad.

13. APPROVAL OF PLANS

Plans for a proposed pipeline shall be submitted to and meet the approval of the Chief Engineer of the Railroad or his authorized representative before work is begun and all work on Railroad right of way, including the supporting of the track or roadbed, shall be subject to his inspection and direction. All costs incurred shall be borne by the utility.

B. FOR NON-FLAMMABLE SUBSTANCES

1. SCOPE

Pipelines included under these specifications are those installed to carry steam, water or any non-flammable substance which from its nature or pressure might cause damage if escaping on or in the vicinity of Railroad property.

2. CARRIER PIPE

Carrier pipe inside the casing under the railroad track and right of way shall be of good construction approved by the Railroad.

3. CASING PIPE

Casing pipe and joints may be of any conduit construction approved by Railroad's Chief Engineer and shall be capable of withstanding the load of railroad roadbed, track and traffic; also shall be constructed so as to prevent leakage of any matter from the casing or conduit throughout its length under track and Railroad right of way. The casing shall be installed so as to prevent the formation of a waterway under the Railroad.

Casing shall be installed with even bearing throughout its length and shall slope to one end.

Wall thickness of the casing must be no less than that specified in the attached steel casing pipe wall thickness chart.

The inside diameter of the casing shall be no less than 2 inches greater than largest outside diameter of carrier pipe, joints or couplings.

4. CATHODIC PROTECTION

Where cathodic protection is used on the carrier pipe, a flush test box constructed specifically for this purpose will be provided with test wires attached to casing wall and carrier pipe.

5. SEALS

The ends of the casing shall be suitably sealed to outside of carrier pipe against the intrusion of foreign material, which might prevent ready removal of the carrier pipe.

6. DEPTH OF CASING

The top of the casing pipe shall be below the frost line, and its closest point shall not be less than 4.5 feet below base of railroad rail. On other portions of the Railroad right of way where casing is not directly beneath any track the depth from the surface of the ground and from bottom of ditches to top of casing, shall not be less than 7 feet. Where it is not possible to secure the above depths, special construction shall be used as approved by the Railroad's Chief Engineer.

7. LENGTH OF CASING

Casing shall extend at least 30 feet or $2(D)+20$ feet, (where "D" equals depth of the bottom of the casing below Railroad subgrade), whichever is greater, each side from (measured at right angles to) centerline of outside track. The casing is to extend beyond the limit of the Railroad right of way as required to obtain the specified length. If additional tracks are constructed in the future, the casing shall be correspondingly extended at the utility's expense.

8. JACKING PITS

Jacking pits shall be a minimum of 30 feet from the centerline of track.

9. SHUT-OFF VALVES

Where warranted by special local conditions and when mutually agreed to by the Railroad Company and the owner of the pipeline, accessible emergency shut-off valves shall be installed within effective distance at each side of the crossing.

10. LOCATION

Pipelines shall, where practicable, be located to cross tracks at approximately right angles thereto and said crossing shall not be closer than 50 feet to any portion of any Railroad bridge, building, or other important structure.

Pipelines and casing pipe shall be at least 16 feet (vertically) from aerial electric wired and shall be suitable insulated from underground conduits carrying electric wires on Railroad right of way.

11. TOPOGRAPHY

Where practicable, pipelines shall be located where the ground surface slopes downward away from the railroad tracks. Also, when large capacity pipes are located where the ground surface ascends above the railroad roadbed, there must be sufficient adjacent opening under the tracks to carry off the material in event of rupture.

12. RESTORATION OF RIGHT OF WAY

Upon completion of the pipeline installation work, all rubbish, excess materials, temporary structures and equipment are to be removed and the Railroad's right of way cleaned and restored to the satisfaction of the Railroad's Chief Engineer or his authorized representative. Disturbed areas shall be seeded or otherwise protected to control erosion as specified by the Chief Engineer of the Railroad.

13. APPROVAL OF PLANS

Plans for a proposed pipeline shall be submitted to and meet the approval of the Chief Engineer of the Railroad or his authorized representative before work is begun and all work on Railroad right of way, including the supporting of the track or roadbed, shall be subject to his inspection and direction. All costs incurred shall be borne by the utility.

STEEL CASING PIPE WALL THICKNESS CHART

MINIMUM THICKNESS	DIAMETER OF CASING PIPE
1/4" (0.250")	12: OR LESS
5/16" (0.3125")	OVER 12" - 18"
3/8" (0.375")	OVER 18" - 22"
7/16" (0.4375")	OVER 22" - 28"
1/2" (0.50")	OVER 28" - 34"
9/16" (0.5625")	OVER 34" - 42"
5/8" (0.625")	OVER 42" - 48"

This chart is only for smooth steel casing pipes with minimum yield strength of 35,000 PSI.

Casing pipes larger than 48" diameter or with any portion deeper than 20' shall be submitted to Chief Engineer of the Railroad for approval.



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Chris Hoover, Grants & Government Relations Manager
DATE: July 14, 2025
SUBJECT: Formal Adoption of the City of Fort Smith Grants Policy

SUMMARY

During the January 7, 2025 regular meeting of the Fort Smith Board of Directors Director Kevin Settle and Director Jarred Rego requested that a discussion occur regarding the establishment of a City of Fort Smith Grants Policy during a future study session. During the June 10, 2025 study session city staff brought before the board a proposed grants policy and a favorable discussion occurred. Once completed Director Settle made a motion to place on the July 22, 2025 regular board meeting the adoption of the Fort Smith Grants Policy with Director Christina Catsavis seconding the motion.

There are three sections that were added to the proposed policy that were not discussed at the study session. They include a section regarding the role of internal audit, a section regarding the City of Fort Smith Transit Department, and a section regarding the Community Development department. All other sections remain the same.

ATTACHMENTS

1. [Item_1919_Resolution_2025-07-22.pdf](#)
2. [Fort Smith Grant Policy-Under Consideration Version2.0.docx](#)
3. [Appendix A1.pdf](#)
4. [Appendix A2.pdf](#)

RESOLUTION NO. _____

A RESOLUTION FORMALLY ADOPTING GRANT POLICIES AND PROCEDURES FOR THE CITY OF
FORT SMTH

WHEREAS, the Fort Smith Board of Directors expressed the desire for the City of Fort Smith to have a formal Grant Policy and Procedures guide; and

WHEREAS, the Board of Directors understands that future changes to the Grant Policies and Procedures guide may need to occur and, if so, will brought forth before the Board of Directors for formal adoption; and

WHEREAS, the Board of Directors understands that application to grant programs does not guarantee award; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

The Grant Policies and Procedures for the City of Fort Smith, incorporated herein by reference, is hereby adopted.

This Resolution adopted this _____ day of _____, 2025.

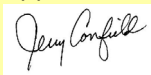
APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



City Attorney



City of Fort Smith
Grant Policy and Procedures
April 2025

Prepared by:
Chris Hoover
Grants & Government Relations Manager



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Appendix

Section A1: Appendix B-Award Development, of FTA Circular 5010.1.F



Grant Management Policy and Procedures

Section 1: Purpose, Definition, and Types

1.1: Purpose

The purpose of this policy is to establish a framework for guiding the City of Fort Smith's seeking, use, and management of grant monies/resources, ensuring consistent application by City departments, and ensuring compliance with the 2 Code of Federal Regulations Part 200 (2 C.F.R. Part 200) (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as well as all applicable federal, state, and local regulations.

1.2: Definition

Grant-A grant is an opportunity to advance the mission of an organization with an investment from local, corporate, community, state, or federal dollars.

1.3: Grant Types

Discretionary Grants: A grant (or cooperative agreement) for which the federal awarding agency generally may select the recipient from among all eligible recipients, may decide to make or not make an award based on the programmatic, technical, or scientific content of an application, and can decide the amount of funding to be awarded.

Block Grants: A broad, intergovernmental transfer of funds or other assets by the U.S. Congress to state or local governments for specific activities. Block grants are distributed according to legal formulas defining broad functional areas such as health, income security, education, or transportation. They are used for a variety of activities, largely at the recipient's discretion, and can include a wide range of government programs under one funding umbrella.

Continuation Grant: A continuation grant provides additional funding for budget periods subsequent to the initial budget period. Also referred to as a "renewal grant."

Corporate Grant: A grant made by a corporation.

Foundation Grant: A grant made by a philanthropic foundation.

Pass Through Grant: Funds issued by a federal agency to a state agency or institution that are then transferred to other state agencies, units of local government, or other eligible groups per the award eligibility terms. The state agency or institution is referred to as the "prime recipient" of the pass-through funds. The secondary recipients are referred to as "subrecipients." The prime



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recipient issues the subawards as competitive or noncompetitive as dictated by the prime award terms and authorizing legislation.

Formula Grant: A grant that a federal agency is directed by Congress to make to grantees, for which the amount is established by a formula based on criteria written into the legislation and program regulations. This funding is directly awarded and administered in the federal agency's program offices.

Earmark: Refers to a provision in legislation requiring that a portion of a certain source of revenue be designated for specific projects, usually at the request of a legislator. Typically, the City submits requests for projects to the legislature member, who seek to obtain funds for those requests, usually to be spent in the district the legislator represents.

Grant Management Policy and Procedures

Section 2: Roles and Responsibilities

2.1: Board of Directors

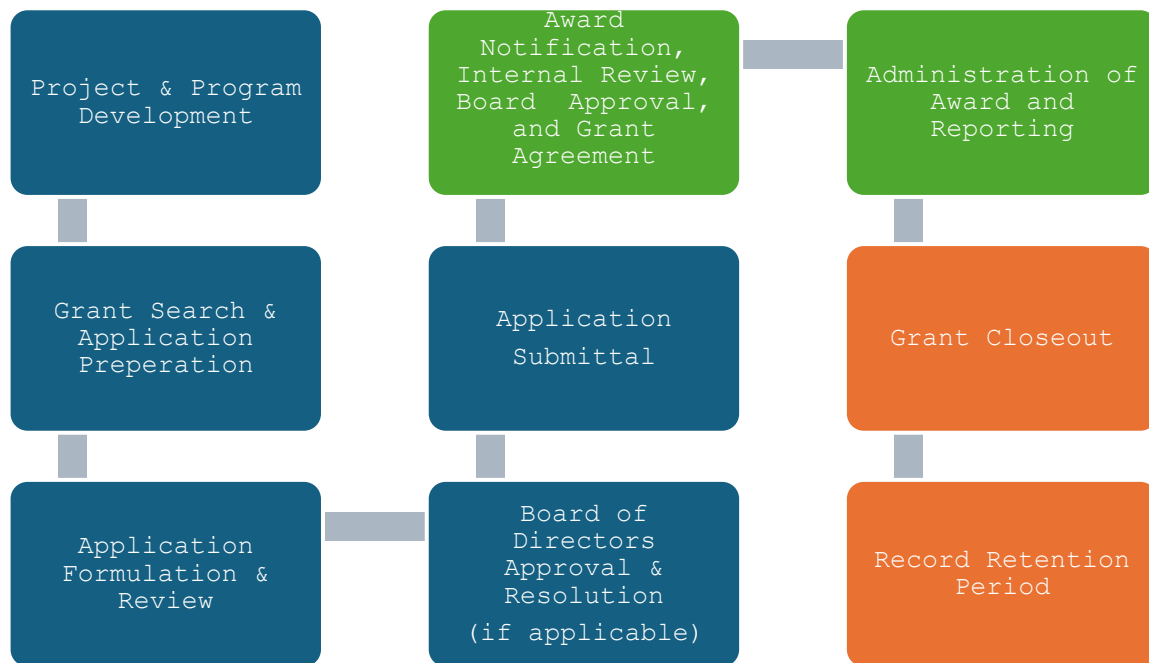
- Review, approve, and periodically update the city's grants management policies and procedures to ensure alignment with legal, regulatory, and funding requirements.
- Approve and periodically review the city's grant strategy to align with community priorities, strategic goals, and the city's long-term vision.
- Oversee the process of reviewing and selecting grant proposals, ensuring alignment with city priorities and efficient allocation of funds.
- Determine or approve the allocation of funds for different projects and initiatives based on city priorities and available resources including any match that may be required.
- Ensure that information about the city's grants and grant processes is made publicly available, promoting transparency and public trust.
- Approve an annual report on the city's grants, summarizing awards, outcomes, and financial performance, and ensure it's published in an accessible format for the public.
- Proactively recommend changes or improvements to policies and procedures to streamline the grant management process and increase efficiency.

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Section 3: Grant Lifecycle

The Grant Lifecycle is comprised of three main phases: the pre-award process, post-award process, and closeout/retention

The City of Fort Smith will utilize the following process for all grant applications and awards.



Grant Management Policy and Procedures

Section 4: Grant Pre-Award Process

4.1 Project/Program Development

Before seeking grant funds, a project or program should be clearly defined. Ideally, the project should align with the City's strategic plans or support specific city functions or departmental goals. Careful planning of the project before pursuing funding is crucial.

Once a Notice of Funding Opportunity (NOFO) is posted, the usual application submission window is between 8-12 weeks. Having a well-prepared project or program will help alleviate the stress of grant application preparation when funding opportunities arise. Having projects that are shovel ready or near shovel ready are preferred.

The following are questions to consider when developing a project:

- What is the desired outcome or final product of the project/program?
- Are the goals and objectives realistic, achievable, and measurable?
- What steps are required to reach the desired outcomes?
- Have similar projects or programs been previously implemented by other departments?
- If applicable, are there existing funds or programs that can be used for leverage or matching purposes?
- Will additional staff be needed to support the project/program? If so, will the grant fund the position, or should the position be included in the department budget request?
- Will the project/program require partnerships with external organizations? If so, has the organization been contacted to gauge interest, and is there a formal agreement in place with the partners?
- What is the estimated cost of the project/program?
- For construction projects have cost overruns and inflation been taken into account when building the budget? Has a cost overrun plan been created?
- Does the grant cover the full implementation cost, or will the cost outweigh the benefits of the grant?
- Is the project/program intended to be temporary or permanent?
- If the project/program is permanent, is there a plan for ongoing funding once the grant period ends?
- What citizen input has been obtained and is there enough sufficient data to justify this in a grant application

Grant Management Policy and Procedures

4.2 Grant Search and Application Preparation

There are numerous grant resources available for the City of Fort Smith to utilize. Grants can come from various sources, including federal and state agencies, foundations, and private organizations. Regardless of the funding source, the grant must align with the objectives set by that particular entity.

Once a Notice of Funding opportunity (NOFO) or Funding Opportunity Announcement (FOA) has been identified for a proposed project/program, the most important thing is to read the entire NOFO or FOA as soon as possible.

Things to identify up front before starting the preparation are:

- Grantee eligibility
- Funding goals, priorities, and ceilings.
- Letter of intent (if applicable)
- Submission deadline
- Matching requirements
- Letters of support or commitment
- Partnership requirements
- Grantor points of contact

4.3 Application Formulation & Submittal

Once a project is identified and a potential grant opportunity is found, city departments will collaborate with the Grants Manager and Grants Administrator to formulate an application and ensure all requirements are met prior to submitting an application for approval. In some cases, external third parties, such as engineering firms and the planning and development district, may assist the city in developing the application.

As the application nears completion, it will be reviewed and approved by the Department Head before being submitted to the Grants Manager and Grants Administrator for further review. Once they determine the application is ready to proceed, it will be presented to the City Administrator. The City Administrator will then assess whether the application requires revisions, whether it is ready for submission, or if a resolution from the Board of Directors is required.

Each grant application will be reviewed and analyzed for the following considerations:

A. Financial

- Total anticipated project cost
- Matching requirements and sources

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- Project income considerations
- Staffing requirements
- Cash flow needs
- A continuation plan for sustaining the program after expiration of grant funds (if applicable)

B. Programmatic

- Alignment with City strategic priorities and department's mission
- Provision or expansion of services to address critical needs and core services
- Capacity to administer the financial and administrative aspects of the grant
- Consideration of potentially political or conflict of interest issues
- Have other city departments been contacted regarding the project and have their applicable department heads been notified.

Departments with applications that meet any of the following criteria will be required to go before the Board of Directors for approval and have a resolution passed prior to submission.

- Grants that require any type of match
- Grants that require any type of plan
- Any projects seeking funding that require construction
- Grants that require any type of partnership or subaward agreement
- Grants that require any type of Memorandum of Understanding (MOU)
- Any application that is seeking over \$75,000
- Grant that requires a change in city policy

4.5 Federal and State Gant Applications

The Mayor/Top Elected Official, City Administrator, Grants Manager, Grants Administrator, and Deputy City Administrator(s) are the only city employees who can submit an application to a federal or state agency. However, if working with the Planning & Development District on an application, the Planning and Development District can submit an application on behalf of the City of Fort Smith.

4.6 Foundation, Philanthropic, and All Other NGO Applications

The Mayor/Top Elected Official, City Administrator, Grants Manager, Grants Administrator, Deputy City Administrator (s), and Department Heads are the only city employees who can submit an application to a foundation, philanthropic organization, and all other NGOs. However, if working with the Planning & Development District on an application, the Planning & Development District can submit an application on behalf of the City of Fort Smith.

Grant Management Policy and Procedures

Section 5: Grant Post-Award Process

5.1 Award Notification, Review, and Acceptance Procedures

After a notification of Award an internal review process will take place. This review involves:

Grant Agreement Review:

- The City Administrator, Department Head, Grants Manager, and City Attorney will carefully review the grant agreement. This includes examining the scope of the grant, timelines, eligibility requirements, and any special conditions attached to the funding.
- This will ensure compliance with legal obligations, including any regulations tied to the grant.

Budget Review:

- The City Administrator, Department Head, Grants Manager, Grants Administrator, and Finance Director will review how the grant funds will be used and ensure that there are no conflicts with the city's budget or financial policies.
- The Finance Department will review whether the grant needs to be incorporated into the city's official budget, particularly for larger grants.

Staff and Resource Availability:

- The City Administrator, Department Head, and Grants Manager will assess whether the city still has adequate staff and resources to manage and complete the project funded by the grant.
- This may involve coordinating with other departments or external contractors to make sure the grant will be successfully implemented.

Following the completion of the review process and the determination by the City Administration to proceed with the grant agreement, notification of the grant award will be provided to the Board of Directors. The Department Head will then present a resolution to the Board of Directors, seeking formal acceptance of the grant award and authorization to enter into the grant agreement.

5.3 Grant Reporting

Most grants include reporting requirements to ensure the proper expenditure of grant funds, as well as an evaluation of the project's outcomes and adherence to the established timeline. The



Grant Management Policy and Procedures

Grant Manager, Grant Administrator, and Department Head are responsible for ensuring that reports are submitted in a timely and accurate manner.

5.4 Grant Closeout

Grant closeout is the process by which the City performs all necessary administrative and financial actions to satisfactorily complete all requirements set forth in the grant agreement and generally addresses the physical completion of work and the administrative requirements for closeout.

Best Practices

- 90 days prior to the end of a project or grant agreement, determine if an extension would be needed from the grantor in order to complete the project.
- Notify all sub-recipients, contractors, subcontractors to submit final invoices.
- Reconcile revenues and expenses prior to the last request for payment to grantor. Coordinate with finance department for a final reconciliation prior to preparation of the closeout report to the grantor.
- Review the terms of the award and ensure that all deliverables are submitted by the designated due dates including final progress/technical reports.
- Submit copies of the closeout report to the finance department.

Grant Management Policy and Procedures

Section 6: Grant File Retention and Access

6.1 Grant File Retention

Unless otherwise specified in any grant agreement, the City of Fort Smith will maintain all grant records for five years following grant closeout. This five year start date will begin January 1st of the next fiscal year.

If any litigation, claim, negotiation, audit, or other action involving grant records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which rise from it, or until the end of the applicable retention period, whichever is later.

6.2 Grant File Access

The City of Fort Smith will post on its website every grant application that is submitted regardless of department or monetary amount. This will also include applications that may be submitted by the Planning and Development District. Additionally, awarded grants with grant agreements and their affiliated reports will be posted to the website as milestones are met.

While grant awards are open and being reported on grant files will be maintained by the department that is pursuing the grant. Once closeout is complete grant files will then be transferred to the finance department for the length of the 5 year retention period or longer period based on the grant agreement.

- Typical documentation preserved in grant files shall include, as appropriate:
- A copy of the application and any other documents required for submittal
- Statistical and other information used in preparation of and support of the grant
- Award (award letter, agenda item, resolution, grant agreement, grant amendments, modifications, extensions, cancellations and termination and anything else related to the award)
- Finance (account set up, purchase orders, invoices, RFQs/RFPs, bids, etc..)
- Reports (reports to granting entity and evaluation components)



Grant Management Policy and Procedures

Section 7: Capital Asset Tracking

Assets acquired with grant funds must be documented and retained in accordance with the records retention requirements specified in the grant agreement or the City's file retention policy, whichever provides the longer retention period.

These documents include but are not limited to:

- Purchase Orders (PO)
- Invoices
- A bill of lading or shipment documentation containing item description, date purchased, cost, make, model, serial number and location of asset
- Grant asset log per grant
- Photo(s) of each item

All equipment and supplies funded through the grant must be inventoried annually, or as stipulated by the terms and conditions of the grant agreement, reporting requirements, or applicable agency regulations.

In the event that any asset purchased with grant funds is damaged, destroyed, or rendered unusable, immediate notification must be provided to the Grants Manager, Grants Administrator, and the relevant Department Head.

The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition unless otherwise specified in the grant agreement.



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Section 8: Single Audit Requirements

The City is subject to the financial and compliance requirements of the 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F. This section sets standards for obtaining consistency and uniformity among Federal Agencies for the audit of non-federal entities expending Federal Awards. Should the City expend \$1,000,000 or more during the City's Fiscal year in Federal Awards, the City must have a single or program-specific audit conducted for that year in accordance to the provisions of subpart F. The single audit must meet the requirements as listed in subsection 200.512 – Report submission.

Section 9: Internal Audit Oversight

The City of Fort Smith Internal Audit Department reserves the right to audit any grant awarded to the City of Fort Smith, irrespective of the granting agency or funding source. Such audits shall be conducted to assess compliance with the terms and conditions set forth in the applicable grant agreement(s). Doing so will allow for internal oversight and compliance verification.

Section 10: Letters of Support

The Grants Manager will work with the Government Relations Manager to obtain all letters of support needed for an application.



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Section 11: Considerations of the Fort Smith Transit Department

In order to receive funding from the U.S. Department of Transportation (USDOT), and specifically the Federal Transit Administration (FTA), the City of Fort Smith Transit Department must comply with regulations set forth by USDOT to retain funding. The Fort Smith Board of Directors understands, through the adoption of the City of Fort Smith Grant Policies and Procedures, that the transit department has department specific grant management procedures that have been vetted and approved through triennial reviews by USDOT and may go outside the boundaries set forth in this document.

Section A1 at the end of the City of Fort Smith Grant Policies and Procedures Manual is *Appendix B: Award Development, of FTA Circular 5010.1.F*, which outlines the process established by the DOT-FTA in completing applications for funding.



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Section 12: Considerations of the Fort Smith Community Development Department

The Community Development department is funded through the United States Department of Housing and Urban Development via the Community Development Block Grant (CDBG) and HOME Investment Partnership Program. The CDBG program is a federal initiative that provides annual grants to states and local governments to support community development activities that benefit low-to-moderate income individuals and communities. Funds are allocated to local governments based on a formula that considers factors like population, poverty, and housing conditions.

Because funding for the Community Development Block Grant originates with Congress, its use is governed first and foremost by federal law and HUD's own regulations. These funds cannot be spent on uses outside of this scope. When accepting a CDBG award, a legally binding agreement to administer those funds in strict compliance with the federal rules-covering everything from eligible activities, environmental reviews, fair housing requirements, citizen participation, to procurement, labor standards, and financial management.

CDBG and HOME Funds are subject to several layers of auditing to ensure compliance with federal regulations. The City of Fort Smith Department of Internal Audit also has the right to audit the community development department at anytime which provides for oversight at the local level.

Section A2 at the end of the City of Fort Smith Grant Policies and Procedures Manual is *Section VII Monitoring and Documentation of the Fort Smith Policies and Procedures Manual for CDBG & HOME*, which outlines the auditing practices that the community development department performs in regards to agencies that receive funding from awarded funds to the city.

Appendix A1



Appendix A1.pdf

Appendix A2



Appendix A2.pdf

APPENDIX B:

AWARD DEVELOPMENT

1. INTRODUCTION. This appendix provides instruction for preparing an FTA application and developing an award budget, as well as information regarding an approved award budget. An FTA award obligates a recipient to undertake and complete activities defined by the scope of work and the budget incorporated into the grant or cooperative agreement. An award budget is the approved financial plan that FTA and the recipient agree that the recipient will follow in carrying out the purposes of the Award.

Applicants use FTA's electronic award management system, TrAMS, to prepare applications and develop project budgets based on requirements incorporated into the system, government-wide guidance, information contained in the program circulars and NOFOs, and this circular. The TrAMS User Guide provides detailed instructions on how to create a project budget within the system.

2. PREAPPLICATION STAGES.
 - a. System Access. Applications for the FTA grant program funds must be submitted electronically through the FTA electronic management system, TrAMS. Applicants must have access to the system in order to enter an application. If an applicant does not have access to TrAMS, the applicant's representative should contact the appropriate FTA Regional Office for assistance. Contact information for FTA's Regional Offices can be found in Chapter I, Section 3: "How to Contact FTA."
 - b. Planning. Before application submission, project planning requirements should be complete and properly documented. Project activities to be funded should be included in a federally approved TIP or STIP for capital projects or a UPWP or SPWP for planning projects.
 - c. Environmental Determination. The impact that a proposed FTA-assisted project will have on the environment must be evaluated and documented in accordance with NEPA (42 U.S.C. 4321 et seq.) before application. The environmental determination may be made as part of the grant review process for preventive maintenance, vehicle acquisition, and other similar activities, and recipients are encouraged to contact their FTA Regional Office prior to application for additional guidance on environmental requirements.
 - d. Annual Submission of Certifications and Assurances. Applicants for FTA financial assistance programs must annually submit Certifications and Assurances applicable to their awards during the fiscal year. Applicants should examine the Certifications and Assurances annually for changes, deletions, and additions.

-
- e. Civil Rights Submissions. Civil rights submissions that may be required include a Title VI Plan, EEO Program, DBE Program, DBE Goals, and (for demand-responsive service in which inaccessible vehicles are used) demonstration of equivalent service under the Americans with Disabilities Act of 1990. The recipient is responsible for ensuring that (1) all required civil rights submissions are current at the time the application is submitted in TrAMS and that (2) FTA's regional civil rights officer verifies the submissions. The required documentation must be submitted before the official submission of the application. An applicant should maintain readily available records of FTA approvals of civil rights submissions in the event a question concerning compliance should arise (see Chapter II, "Civil Rights"). FTA's Office of Civil Rights may request additional information needed to affirm that the proposed project or elements thereof are in compliance with Federal civil rights requirements, and/or reports on activities and progress to address findings identified in civil rights compliance reviews and assessments.
- f. Flexible Funding Documentation (If Applicable). Some funds appropriated to FHWA can be used to support transit projects, and some funds appropriated to FTA can be used to support highway projects. These "flexible" or "flex" funds may be transferred, under the authority provided by 23 U.S.C. 104(f) and 49 U.S.C. 5334(i), between FHWA and FTA for eligible highway or transit projects, respectively. An applicant seeking the use of flexible funds for its program, or a portion of it, must first make sure that the funds are available locally, in accordance with the specific project selection process for the local area. Once this resource of funds is included in the TIP and incorporated into the STIP, the applicant informs the State transportation agency that an application is in development to FTA for the use of flexible funds and requests that the State inform FHWA of the need to transfer the funds to FTA for obligation (in some States, in practice, the MPO or FTA notifies the State transportation agency). Once the State highway / transportation agency determines that the State has sufficient obligation authority, the State agency notifies FHWA that the agency will use the funds for public transportation purposes and requests that FHWA transfer funds for the project to FTA. Information showing that these processes are underway should be included in the application. The applicant should also include the type of flexible funds, the amount, the purpose for which the funds will be used, and where they appear in the STIP.
- g. SAM Registration. Any organization applying for and receiving Federal financial assistance must maintain an active SAM registration to maintain eligibility and compliance with award terms. Information on SAM registration is available on the SAM website.
3. APPLICATION SUBMISSION. Applicants must submit financial assistance applications electronically in TrAMS. The TrAMS User Guide, available on the home page, provides detailed information on how to access and use FTA's system. It also covers the creation, submission, award, and execution of an application; reporting requirements; amendments; budget revisions; and closeout procedures. Applicants should enter the following information into the system when preparing an application:

-
- a. Recipient Information. Applicants should enter or update all required information about their organization and their prerequisite documentation. The information must be current and accurate for each award and should be periodically updated as changes occur.
 - b. Award Information. Certain basic information required on the Federal Grant Application Standard Form 424 is incorporated into the project setup fields. Applicants must identify whether the application is a new award or an amendment. They must also include the period of performance end date and provide other required information outlined in the application process.
 - c. Award Description. This information must be in sufficient detail for FTA to obtain a general understanding of the nature and purpose of the planned activities. There are specific elements required by OMB to be included in the award description. The following five elements are to be provided for each award and written in plain language: (1) Purpose; (2) Activities to be Performed; (3) Expected Outcomes; (4) Intended Beneficiaries; and (5) Subrecipient Activities.
 - d. Special Planning, Documentation, and other Considerations. In addition to the items outlined above, some applications have other considerations during development. This list is not exhaustive.
 - (1) Program Date and Page of TIP and STIP or SPWP and UPWP. All projects using capital or operating funds must be included in the current TIP/STIP. The TIP/STIP is jointly approved by FTA and FHWA. FTA funds cannot be obligated unless the TIP/STIP is approved by FTA. The application should note the page(s) (or other location reference) in the most recently approved TIP/STIP on which the project(s) or phase of project(s) contained in the application is listed. TrAMS has a field designated "program date" where the date of the most recent FTA/FHWA TIP/STIP approval should be entered. If the Award includes planning activities, the SPWP/UPWP date should be entered here, if possible, or in the project details section.
 - (2) Designated Recipient Documentation. Certain FTA assistance programs are apportioned to a Designated Recipient and then suballocated through a planning and programming process. The Designated Recipient must have the legal authority to receive and apportion funds. The suballocations must be agreed to and documented.
 - (3) Information to Support Engineering / Technical Review. For projects involving construction or rehabilitation work, FTA reviews the information provided with the application, along with any pertinent documents that may be on record, to make a determination on such things as reasonableness of cost, sufficiency of preliminary engineering and design work completed, and eligibility of force account costs.

-
- (4) Indirect Costs. If indirect costs are included in the Federal award, the applicant must provide approval documentation and complete the Apply Indirect Costs Related Action in TrAMS.
 - (5) Fleet Status. Applications submitted requesting new or replacement revenue vehicles should include, under Fleet Status on the Recipient Fleet Summary within TrAMS, a summary of the composition of the applicant's entire fleet, including the applicant's spare ratio. In the case of replacement, the applicant should state that the vehicles being replaced have met the minimum useful life criteria. Official property records with more detailed information about the fleet (or a Rolling Stock Status Report) must be available upon request by FTA. The source of some of this information may be from the documentation developed during the metropolitan and statewide transportation planning processes. In this case, summary information and precise reference to the earlier material will be acceptable. A sample Rolling Stock Status Report is included in Appendix F of this circular
4. DEVELOPING THE BUDGET. For FTA awards, groups of activities often relate logically to each other; a group of related activities is called a project. Several projects form an overall program. A recipient may apply for a POP in a single award. The project budget is designed to group activities for a single project or a POP within an established set of Scope Codes that have various related activities with the same broad purpose. In the budget, activities are outlined as ALIs that are grouped under a Scope Code. TrAMS requires that each award contain at least one project and have one Scope Code and related ALI. FTA makes awards at the Scope Code level to establish the purpose of a group of activities. FTA derives the numbering of both the scope and activity levels of information on the approved project budget from the activity codes in TrAMS using the ALI Tree. Individual ALIs may have different required descriptive, reporting, or local share requirements. The ALI Tree is available on the FTA and TrAMS websites.

To illustrate, some operating assistance programs use the Scope Code 300. The ALIs that stem from this Scope Code use the first two digits, 30, to outline a specific type of activity. ALI 30.09.01 is used for the 50 percent Federal share of operating assistance. The ALI 30.80.01 is used for the Congestion Mitigation and Air Quality (CMAQ) Improvement Program operating assistance for new service that FTA finances with an 80 percent Federal share.

- a. General Budget Requirements. Applications need to include enough detail in the descriptive information to allow FTA staff to make decisions regarding the allowability of items of cost included in the budget. The appropriate scopes and ALIs should be used when developing the project budget.
- (1) Project Milestones. Every ALI in a budget must have associated project milestones. TrAMS will automatically generate milestones for some ALIs; for example, rolling stock purchases will have five associated milestones. If it does not prepopulate specific milestones for a particular ALI, use the add function to add a

minimum of two milestones reflecting the estimated start and end dates for that ALI to the application. Recipients should include estimated milestone dates for such events as bid advertisement, bid award, and contract completion.

- (2) Environmental Findings. The application should include a proposed classification of each project, or ALI in some circumstances, in accordance with FHWA/FTA/FRA Environmental Impact and Related Procedures (see 23 CFR Part 771). Applicants should refer to 23 CFR 771.118 for a listing of FTA's CEs. Many projects may meet the criteria for a C-list CE (771.118(c)) and may require limited documentation to support a CE determination. However, if a project does not clearly meet the criteria for a C-list CE, an applicant is strongly encouraged to contact FTA's Regional Office for assistance in determining the appropriate environmental review process and level of documentation necessary.
- b. Specific Budget Requirements. Some specific budget requirements are highlighted below, but for more information on the documentation requirements for these types of projects, consult the FTA program circular or FTA Regional Office.
 - (1) All rolling stock procurements must include vehicle description and fuel type; expansion activities must include discussion on vehicle needs. The project budget should reflect the precise activities for which the award funds will be used, and the budget should be prepared in accordance with applicable program requirements.
 - (2) Associated transit improvement applications must include a Scope Code for associated transit improvements and specific budget ALIs for associated transit improvements.
 - (3) For applications with facility construction projects, the applicant should indicate the level of engineering work completed, and include the results of that work (i.e., appropriate drawings and cost estimates). FTA needs site selection studies and any pertinent information or documentation concerning environmental work performed for projects involving land acquisition and construction.
- c. Administrative Caps and Required Set-Asides. Some FTA programs have funding limitations or required spending as part of legislative requirements. When there are such requirements, recipients must note this in the award application's executive summary in TrAMS. For administrative spending caps, such as the Tribal Transit Program's cap of 10 percent, recipients include this information in the executive summary to document any deviation from the submitted agreement documentation. For set aside requirements, such as the security 1 percent set aside for Section 5307 awards, recipients include summary information in the executive summary and note specifics under the related ALI descriptions.
- d. Indirect Costs. If an application includes indirect costs, narratives, budgets, and ALI descriptions, then the application should include indirect cost information developed

from the rate, base, and other items outlined in the indirect cost rate agreement, CAP, or de minimis rate. This is in addition to providing the approval documentation and completing the Apply Indirect Costs Related Action section in TrAMS. If there are specific limitations on administrative or indirect costs, the application should note the deviations. Additional information on FTA program limitations is outlined in the respective program circulars.

- e. **ADA-Specific Eligible Activities.** When applications include items specific to addressing ADA concerns, budgets should include the appropriate ALI for the relevant capital activity. For example, ADA paratransit operations remain an eligible operating expense, at a 50 percent Federal share, for recipients otherwise eligible for operating assistance (e.g., those located in small UZAs or with fewer than 100 buses in maximum fixed-route service).
- f. **Format for Capital Assistance.** Capital expenditures include those items defined as “capital” in 49 U.S.C. 5302. Vehicles can be purchased either for replacement or expansion purposes. Careful attention to use of the appropriate ALI codes enables FTA to report accurately on the use of formula and discretionary funds, for example in the annual statistical summary report.

For capital projects, the recipient should first select the appropriate Scope Code. The appropriate scope varies depending upon program funding. Then for each scope, an ALI or ALIs should be selected.

In the following example (see Table B-1), a mix of rolling stock will be purchased, and the Scope Code selected includes the planned purchase of associated capital maintenance items. If an applicant wishes to include radios and fareboxes as part of this purchase, they could also list radios and fareboxes as part of the rolling stock scope. In such a case, the applicant would not include the quantities for the radios and fareboxes in the rolling stock total quantity under 111–010 but would indicate the amount in the ALI description.

TABLE B-1: Project Scope (Sample 1)

Scope	Quantity
111–010 Bus–Rolling Stock	6

Activity	Line Items	Quantity
11.12.02	Purchase 35-foot replacement buses with lifts	4
11.13.03	Purchase 30-foot buses with lifts for service expansion	2
11.12. 40	Spare Parts / Assoc Capital Maintenance Items	

However, if an applicant proposes to purchase an entirely new fare collection system or radio communications system, the more appropriate classification might appear as follows:

TABLE B-2: Project Scope (Sample 2)

Scope	Quantity
114-00 Bus—Support Equipment and Facilities	45

(Note that in the example in Table B-2, the activity code description appropriate to this Scope Code, Bus—Stations/Stops/Terminals, has been overwritten to provide a more accurate description.)

Activity	Line Items	Quantity
11.42.06	Shop Equipment	
11.42.10	Purchase Fare Collection (mobile)	45

Scope	Quantity
116-00 Bus Signal / Communications System	70

Activity	Line Items	Quantity
11.61.01	Design Bus Signal System	
11.62.02	Acquire Communication System	
11.62.03	Purchase Bus Radios	70

From these examples, it is also possible to combine activities that are associated, but which do not necessarily match the first three digits of the Scope Code under which they appear. An applicant that operates a fixed guideway system or engages in a new start project will use scope level numbers that correspond to the fixed guideway and new start segments of the activity code chart; for example, Scope Code 121-01, 02...for Rail Rolling Stock; or 141-01, 02...for New Start Rolling Stock; or 123-01, 02...for Rail Stations; and 143-01, 02...for New Start Stations.

- g. **Subrecipient Information.** The design of the project budget can also accommodate subrecipient information in cases where a recipient such as the State wishes to track each subrecipient's projects separately. In the following examples, the applicant is purchasing rolling stock on behalf of two small operators. Under format option number 1 (seen in

Table B-3), FTA would base the determinations regarding budget revisions and scope changes on the quantity total of seven vehicles found at the scope level. Under format option number 2 (seen in Table B-4), FTA would base those determinations on the specific scope level quantity for each of the subrecipients—that is, quantities of three and four.

TABLE B-3: Presenting Subrecipient Information (Format Option 1)

Scope	Quantity
111-00 Purchase Rolling Stock and Related Equipment	7

Activity	Line Items	Quantity
11.12.03	Purchase replacement buses w/lifts for Allegany County	3
11.12.15	Purchase vans w/lifts for Cumberland Transit System	4

TABLE B-4: Presenting Subrecipient Information (Format Option 2)

Scope	Quantity
111-01 Rolling Stock for Allegany County	3

Activity	Line Items	Quantity
11.12.03	Purchase replacement buses w/lifts for Allegany County	3

Scope	Quantity
111-01 Rolling Stock for Cumberland Transit System	4

Activity	Line Items	Quantity
11.12.15	Purchase vans w/lifts for Cumberland Transit System	4

- h. Two Budget Approaches to Large Capital Projects. An applicant can also choose which of the two format options above best suit its internal management of projects. For example, an applicant developing a bus rapid transit line may wish to develop separate scope level activities for each station and include the relevant activities under each, or the same applicant may wish to group all activity under one scope.
- (1) In either case, the project budget can easily accommodate budget revisions since funds can be transferred between or among various scope level projects and their associated line items.
- i. Format for Operating Assistance Across Multiple Fiscal Years or Recipients. As an example, within TrAMS, Scope 300 represents operating assistance for many programs. The ALI codes for operating expenses—30.09.01 and 30.80.01—appear on page eight of the ALI chart. ALI 30.09.01 is used for the 50 percent Federal share of operating assistance. The ALI 30.80.01 is used for the CMAQ improvement program operating assistance for new service, which FTA finances up to 80 percent Federal share. The scope for operating expenses is the first two digits, 300. If funding is being requested for more than one local fiscal year for the same applicant, FTA suggests that the applicant break down the funding at the activity level for each period of time. For instance, the first operating assistance activity under Scope 300 could be from 7/1/24–6/30/25 and the second operating assistance activity would then be 7/1/25–6/30/26. There may be more than one operating assistance activity within a Scope using this example.

TABLE B-5: Operating Assistance

Scope	Line Item
300-00	Operating Assistance

Activity	Line Item
30.09.01	Operating Assistance
30.09.01	Operating Assistance

Similarly, if a Designated Recipient is requesting formula assistance funding on behalf of more than one operator, the budget may separate operating assistance funding at either the scope level or the activity level.

5. **APPLICATION SUBMISSION AND EXECUTION.** Applications are built and submitted using TrAMS, which has two levels of review prior to issuing the Award for execution. Once FTA deems the activities eligible, and determines that all preapplication requirements have been satisfied, FTA assigns a FAIN to the application. After FAIN assignment, the Award enters final reviews and is prepared for approvals and execution.
- Determination of Sufficient Funds.** All sources of funds identified in the application must be identified and confirmed. The applicant should periodically examine the status of existing awards to ensure unused fund balances are in fact needed to complete the award's scope of work. Recipients may deobligate any excess funds during their period of availability so that they may be reobligated into any pending or upcoming application within their organization. Funds remaining at the completion of the scope of work or the period of performance will be deobligated at closeout.
 - Department of Labor (DOL) Certification.** If applicable, once the recipient submits the application, TrAMS forwards it to the DOL for certification.
 - Award Approval.** Approval occurs upon completion of the initial and final reviews, once FTA staff determines that the application meets FTA program and other Federal requirements, after FTA awards and obligates funds requested, and once the Award is issued in TrAMS.
 - Execution.** After FTA has approved and issued the Award, the applicant must execute the Award to accept the award agreement and associated terms and conditions before funds can be drawn down. Awards that indicate the use of pre-award authority are required to submit an initial FFR before execution.
6. **APPLICATION CHECKLIST.** Applicants should use the following checklist in preparing a complete application:

APPLICATION CHECKLIST	
Part I—Recipient Information	
	Are annual Certifications and Assurances selected and signed by the authorized official and attorney?
	Is the Recipient Contact, Designated Signatory, Opinion of Counsel, and Authorizing Resolution complete?
	Is the union contact information entered accurately?
	Has the civil rights program documentation been approved by FTA and uploaded into TrAMS?
	Is congressional information up to date?

APPLICATION CHECKLIST	
	Is the SAM registration active?
Part II— Application Information	
	Does the executive summary include adequate detailed information of the project(s) including an appropriate project title?
	Is information on any subrecipient(s) and their project(s) included?
	Is it indicated whether the project is a new application or grant amendment?
	Does the application include an appropriate end date?
	If planning activities are included, are activities and program dates consistent with the dates provided in the UPWP/SPWP? If capital activities included, are activities and program dates consistent with the dates in the TIP/STIP?
	Are the applicable TIP/STIP or UPWP/SPWP approval dates and page numbers or location identifiers included in the application?
	If pre-award authority is applicable, has “yes” been selected? Is the pre-award date being used indicated in the application?
	If Federal debt delinquency is applicable, has “yes” been selected? (If yes, the grant applicant must provide an explanation in the details section.)
	Has the Executive Order 12372 review been completed, if applicable?
	Is sufficient information included to evaluate project-specific compliance with ADA, Title VI, and DBE requirements?
	Is the applicable UZA and congressional district information entered and accurate?
Part III—Budget	
	Are ALI codes entered under the appropriate Scope Codes and consistent with project descriptions?
	Are funding percentages and match ratios accurate?
	Does the funding amount entered in the budget match financial information entered in the “Project Information” field for each of the following?
	<ul style="list-style-type: none"> Federal funds
	<ul style="list-style-type: none"> Local match
	Does the rolling stock (vehicle) line item contain accurate information such as:

APPLICATION CHECKLIST	
	<ul style="list-style-type: none"> • Description
	<ul style="list-style-type: none"> • Fuel type
	Are quantities accurate? Numbers of vehicles should match the specific amounts of Federal funds and associated non-federal share provided, not a description of totals procured that include other sources of funds.
	Has descriptive information been added in the details section of each ALI that identifies the items being funded using the line item? (If appropriate and necessary.)
	For applicants in Urbanized Areas with a population of 200,000 or more (large UZAs), subject to PTASP, has the applicant explained how they have met the requirement to allocate at least 0.75 percent of their 5307 funding for safety-related projects?
Part IV—Project Milestones	
	Is there a minimum of two milestones listed for each ALI or scope? (Milestones can also be added even if they have standard milestones.)
	Have estimated completion dates been entered?
Part V—Environmental Findings (NEPA)	
	Has an environmental finding been entered for each ALI, scope, or project?
	For Categorical Exclusion II (d), EA, and EIS, has decision documentation been referenced or attached?
Part VI—Fleet Status	
	Has information pertaining to current and future revenue vehicles been entered?

7. RECIPIENT FLEET SUMMARY. Shown here is a screen sample of a Recipient Fleet Summary, as seen in TrAMS.

ILLUSTRATION B-1: Recipient Fleet Summary Screenshot

Fleet Status | Recipient Fleet Summary

Existing Fleet

Fleet Type	Peak Requirement	Spares	Spare Ratio	Contingency	Pending Disposal	Total	View
Light Rail	44	19	20.45%	0	0	63	
Other	0	0	0%	0	0	0	
Waterbourne	3	0	0%	0	0	3	
Paratransit	20	2	10%	0	0	22	
Commuter Rail	121	25	13.22%	0	12	158	
Fixed Route	0	0	0%	0	0	0	
Heavy Rail	1	1	100%	0	0	2	

CLOSE

8. ECHO CASH MANAGEMENT PROCEDURES AND FORMS. For further information regarding cash management procedures, refer to the [FTA ECHO-Web User Manual](#).

APPENDIX C:

POST-AWARD MODIFICATIONS

1. GENERAL. The recipient is responsible for managing and monitoring each project and related activities included in the Award to ensure that they are carried out in accordance with the scope of work and approved budget. When there are changes in plans, coordination with FTA is essential to ensure compliance with various award, program, and Federal requirements. This appendix offers some clarity for common post-award changes, but because of the complexity of issues, guidance provided here also requires contact with FTA Regional Offices managing awards.

The manner in which the applicant initially structures a budget during the grant application phase can facilitate or impede project management, particularly when unforeseen events require changes in the project. FTA's review of grant modifications will include a determination of whether or not the proposed change is significant enough to require DOL certification of employee-protective arrangements or if further environmental review is likewise necessary.

There are three ways to modify the Award: (1) through a revision to the award budget, (2) through an administrative amendment, or (3) through an amendment. FTA determines the appropriate type of modification. In certain circumstances, a recipient must receive FTA's prior approval of a revision to an award budget or cost category before incurring costs. FTA recommends including its regional staff in discussion prior to formal requests to ensure any appropriate approvals and requirements are met prior to formal submission. This is useful because there are occasions when FTA must document its review and concurrence before the recipient can incur costs associated with the proposed change. Whether FTA requires an amendment or permits a budget revision, with or without prior FTA approval before incurring costs, depends on the effect of the proposed change on the Award's scope of work. FTA requires a grant amendment if the request changes the scope of a grant.

Post-award modifications are electronically submitted, reviewed, and approved in TrAMS using one of the three methods described in the preceding paragraph to ensure the recipient can seek reimbursement consistent with the newly approved changes to the award budget.

2. POST-AWARD MODIFICATION GUIDANCE. The ultimate decision to approve post-award modifications lies with FTA. This means FTA is not bound to agree to the changes because they are proposed for a particular Award. As noted above, discussions with FTA regarding the proposed changes is essential. The chart below outlines some common scenarios and notes if prior FTA approval is required. The chart also shows which options are available to properly document the change in the Award. This should be used as a baseline in determining activities and does not bind FTA to a specific course of action

TABLE C-1: Post-Award Modification Scenarios

Scenario	Prior Approval	Admin. Amendment	Amendment	Budget Revision
Adding Scope Codes, projects, or new funds	Yes	Maybe	Yes	No
Changing period of performance end date	Yes	Yes	Yes	Yes
New ALIs under existing Scope Codes	Maybe	No	Maybe	Maybe
Change in project location or beneficiaries	Yes	Maybe	Maybe	Maybe
FPC transfers	Yes	Maybe	Maybe	Maybe

To further clarify the rationales for these courses of action, consider the following items:

- a. Post-award modification must be reviewed to ensure consistency with legislative and programmatic requirements, including any time limits associated with the funding or legislation, NOFO and competitive requirements, as well as related civil rights, environmental, and workforce considerations.
- b. Because of an award's initial organization in TrAMS and how the system captures information, there are some post-award actions that require an amendment. Among other post-award changes, reorganizing TrAMS projects, including previously unrequested indirect costs, and adding or deleting Scope Codes require amendments.
- c. An award's scope of work is its purpose and is made up of various components, including the award budget, beneficiaries, locations, time frames and other aspects identified in the approved application. FTA reserves the right to consider other information in determining the "scope of the project," the "scope of work of a grant," or "the scope of work of a cooperative agreement" when "scope" is used for other purposes.
 - (1) In general, changes in location that affect the location and beneficiaries is a change in the scope of work that requires an amendment to conform to documenting the Award for compliance. However, minor changes and adjustments may be a budget revision, depending on how the Award is organized and the location and beneficiaries are defined or addressed in the Award.
 - (2) End date changes may be performed through any of the three methods.
 - (3) When adding a new ALI, the type of post-award change is dependent upon its relationship to existing Scope Codes and the Award's scope of work. These must be an amendment when the change adds a new or independent scope of work or

could be a budget revision if related to an existing Scope Code or the Award's scope of work.

- (4) Award organization and management in TrAMS, including project descriptions and associated funding, may require specific FTA review and consideration to ensure consistency with prior approval, funding, and programmatic requirements.
- (5) FPC transfers of any kind require prior FTA Regional Office notification and concurrence to ensure that FTA's accounting concerns are addressed. When a budget revision does not change the scope of work and includes a transfer of funds between capital, operating, or planning activities, FTA must make the FPC change before the recipients draw funds for this purpose.

3. PRIOR APPROVAL. FTA's prior approval is required when the proposed revision meets any of the following criteria:

- a. The revision results from changes in the scope of work or the objective of the project or program;
- b. Additional Federal funds are needed to complete the project;
- c. For equipment, when the Federal share of the Award exceeds the simplified acquisition threshold (\$250,000, at the time of publication of this circular);
- d. The cumulative amount of change exceeds 20 percent from the latest budget approved by FTA (either in the original application, as modified in an amendment, or as approved by FTA in a budget revision);
- e. Changes to Federal/local match ratios;
- f. The addition of an ALI to an existing scope of work approved for the Award;
- g. Items that are inconsistent with the approved TIP (if applicable) and STIP; and require NEPA review;
- h. A competitive program award;
- i. FPC transfers;
- j. Period of performance changes;
- k. Rolling Stock Changes to ensure consistency with FTA's rolling stock spare ratio requirements; or

Under 2 CFR 200.407, an otherwise reasonable, allocable cost may be unallowable if the recipient fails to receive prior written approval under the circumstances described in the following sections:

-
- (1) 2 CFR § 200.306 Cost sharing;
 - (2) 2 CFR § 200.307 Program income;
 - (3) 2 CFR § 200.308 Revision of budget and program plans;
 - (4) 2 CFR § 200.333 Fixed-amount subawards;
 - (5) 2 CFR § 200.430 Compensation / personal services;
 - (6) 2 CFR § 200.431 Compensation / fringe benefits;
 - (7) 2 CFR § 200.439 Equipment and other capital expenditures;
 - (8) 2 CFR § 200.441 Fines, penalties, damages, and other settlements;
 - (9) 2 CFR § 200.442 Fundraising and investment-management costs;
 - (10) 2 CFR § 200.445 Goods or services for personal use;
 - (11) 2 CFR § 200.447 Insurance and indemnification;
 - (12) 2 CFR § 200.445 Organization costs;
 - (13) 2 CFR § 200.458 Pre-award costs;
 - (14) 2 CFR § 200.462 Rearrangement and reconversion costs; and
 - (15) 2 CFR § 200.475 Travel costs.
4. **BUDGET REVISION.** Budget revisions may be made as long as there is no change in the recipient, purpose, Scope Codes, and Federal funding of the grant, regardless of the fiscal year the funds were appropriated. Budget revisions must be consistent with the activities contained in an approved STIP and satisfy applicable NEPA requirements. Useful life of new equipment must be addressed in the budget revision, as applicable. At times, FTA review of a proposed budget revision meeting the criteria below may result in a recommendation to undertake a grant amendment. The FTA Regional Office will make this determination during its review.
- a. The addition of an activity within an approved scope requires that the recipients affirm in the budget revision request that the new activity is consistent with the approved STIP and, if applicable, has satisfied NEPA requirements, in addition to any applicable award terms, NOFO limitations, and/or program requirements.
 - b. If an ALI to an existing scope is added to move a facility project to the next phase of construction, FTA must confirm eligibility of the project to advance to the next phase of construction.

c. Examples:

- (1) Budget Revisions to Existing ALIs. Award AB-90-234 includes a Scope Code for vehicles (111-00) with the ALI to purchase 40-foot buses (11.12.01) and a Scope Code for stations stops/terminals (113-00) with the ALI for construction of a bus terminal (11.33.01). The construction costs for the station are expected to be higher than originally anticipated, and there is a surplus in the vehicle line item because the vehicle costs were less than anticipated. Following the process described above and after determining if the request meets the threshold for prior FTA approval, a recipient may request a budget revision to move funds from ALI 11.12.01 to 11.33.01 to cover added construction expenses.
 - (2) Budget Revisions that Require an FPC Transfer. Award AB-90-234 has an approved budget for \$250,000 in Federal funds for operating assistance (30.09.01) at a 50 percent Federal / 50 percent local funding ratio, and \$50,000 in Federal funds for the purchase of vans (11.12.15) at an 80 percent Federal / 20 percent local funding ratio. The recipient has \$5,000 in Federal funds remaining under operating assistance and would like to use the remaining operating funds toward the purchase of vans, a capital line item. With prior approval from FTA, this can be accomplished through a budget revision that includes adjustments of local shares because these two Scope Codes have different funding ratios that must be adjusted to ensure the correct funding ratio is maintained for each ALI.
 - (3) Adding an ALI to an Existing Scope Code. Award AB-90-234 includes a Scope Code for stations, stops, and terminals, and funds are allocated to acquire route signing (11.32.09). However, the recipient determines that it prefers to use the funds to construct passenger shelters (11.33.10), which is an activity within the scope 113-00. With prior FTA approval, the recipient may request a budget revision to add the ALI 11.33.10 and shift the funds from 11.32.09. In addition, the recipient must confirm that the approved STIP includes construction of bus shelters and has satisfied applicable NEPA requirements.
5. ADMINISTRATIVE AMENDMENT. An administrative amendment is usually initiated by FTA and may only be used when no change will result in the scope, amount, or purpose of the grant. FTA may use an administrative amendment to change or clarify the terms, conditions, or provisions of the Award, change the fiscal year or type of funds obligated for a grant, change the period of performance, or deobligate Federal funds no longer needed to complete the approved project scope or purpose.
 6. GRANT AMENDMENT. FTA requires a grant amendment when there is either a change in the Award's scope or an addition of Federal funds to an existing grant. FTA reserves the right to require an amendment when changes are significant or must be used to capture documentation requirements. Grant amendments are subject to the same application requirements as a new grant request, including DOL certification, NEPA requirements and associated NOFO, competition, and program guidance, policies, and requirements.

Recipients do not need to resubmit the portions of the original grant application that the change did not affect but must submit a detailed description of the changes and a revised project budget. For example, in the amendment's executive summary in TrAMS, recipients should include a header (e.g., "Amendment #1") and describe the reason for the amendment and the changes to the grant and budget.

- a. Change of Scope. FTA requires a grant amendment if the request changes the scope of a grant. Examples and an exception to changes in scope that result in a grant amendment include:
 - (1) A change in the quantity of items included for purchase or construction that changes the purpose or intent of the approved grant.
 - (2) The addition of a new project Scope Code or the deletion of a project Scope Code if the deletion affects the intent or objectives of the grant.
 - (3) The addition of a Scope Code or ALI that results from an amendment to the approved TIP/STIP.
 - (4) Budget revisions that result in additions or deletions of scope(s) or ALIs are sent to DOL for information. Grant amendments are sent to DOL for certification.
- b. Change in Federal Funds. FTA requires an amendment if the request changes the total amount of Federal funds in the grant. The one exception is as follows: if the request does not change the scope of a grant and the only action is the deobligation of funds, an administrative amendment is used to process the grant modification.

VII. Monitoring and Documentation

A. Monitoring by City

1. Purpose

The City CDD staff will conduct an on-going monitoring process in order to review the programmatic and financial aspects of the Subrecipient's and CHDO activities. The CDD staff will review monthly intake forms submitted by Public Service providers as a Subrecipient for compliance with federal regulations regarding use of federal funds and the implementation of the program, project or activity.

Development projects will be reviewed on at least a quarterly basis along with the Request for Funds submitted by the subrecipient or CHDO.

The monitoring process is oriented towards resolving problems, offering technical assistance and promoting timely implementation of projects. To this end CDD staff may require corrective actions of the Subrecipient or CHDO. Following are examples of significant problems which will trigger corrective action by the Subrecipient or CHDO:

- a. Service(s) is/are not documented.
- b. Goal(s) is/are not being met.
- c. Project files not in order.
- d. Complaints by clients.
- e. Required reports not being submitted in a timely manner.

2. Monthly/Quarterly Programmatic Monitoring

- a. All HOME Subrecipients and CHDOs will submit a quarterly report (See "Quarterly Housing Development Report" attached hereto as **Exhibit "H"**) detailing the implementation and administration of the activity, program or project. The quarterly programmatic report is due by the 10th calendar day of the following end of the quarter (January 10, April 10, July 10, October 10) and shall include the following:
 - 1) Progress in meeting the Scope of Service in the Agreement.
 - 2) Changes in staff or Board of Directors.
 - 3) Problems encountered and steps taken to resolve them.
 - 4) Other general information as appropriate.

- 5) If a Subrecipient's or CHDO's project involved the creation of or placement of clients within housing units, the "HOME Beneficiary Information Form" attached hereto as **Exhibit "J"** must be submitted within 20 days of closing.
- b. A monthly "Monthly Intake Information Form" for *General and Public Service Projects* attached hereto as **Exhibit "I"**. There are four forms, each is for 1) Extremely Low Income, 2) Very Low Income, 3) Low Income and 4) Presumed Beneficiaries. For Presumed Beneficiaries, an agency official must complete the Certification of Client Served (**Exhibit "K"**) and properly identify the client category in the noted income level and transmit to the City CDD. A beneficiary will be counted only once during the program year regardless of the number of units of service provided during the program year. This report shall identify the income, ethnicity and household status of clients receiving CDBG assistance within the reporting period. CDBG Subrecipients may also report on "Units of Service" provided; for example: nine hours of day care may be a service unit or a one hour case management session for a homeless person may be a unit of service. Unit of service definitions must be included with the report. The report shall be submitted by the 10th of the month. Alternatively, Public Service Subrecipients may report this information in ZoomGrants.
- c. Reports not submitted on time or behind will cause future reimbursements to be withheld until the agency is current.
- d. The CDD staff will perform financial and accounting status of the activity, program or project by the Requests for Payments submitted or by ZoomGrants. The Request for Payment form is attached hereto as **Exhibit "B"** for General and Public Service Projects and **Exhibit "D"** for Housing Development Projects. Additionally, the CDD staff will analyze IDIS reports from the HUD Computer System to determine if projects are on schedule.

3. On-Site Visits

Based on monitoring results, the CDD staff may hold discussions with subrecipients or CHDOS whose performance does not appear to be sufficient to meet the goals and achievements as outlined in the agreement. An on-site visit may occur to discuss the service activity shortfall.

An on-site visit may also be conducted in order to ascertain that the eligible clients for whom the program or project was intended are being served and that in the event of an audit, the required client information is being maintained.

4. Non-compliance

The CDD staff may recommend corrective action to be taken by the City of Fort Smith Board of Directors should other efforts at obtaining compliance be ineffective.

B. Client Documentation by Subrecipient or CHDO

Each Subrecipient or CHDO is required to maintain documentation on clients benefitting from activities, program or projects funded through the City's CDBG and/or HOME programs. As a condition of the HUD grant, the City, and in turn the Subrecipient or CHDO, must certify that low and moderate income persons are being served. HUD also requires information on the race and ethnic background of the clients, how many are female heads of households their residency in the City and how many are very-low income. City CDD staff and HUD must also have access to the names of the clients. Any information regarding applicants for services funded through federal monies shall be held in strict confidence.

1. Required Documentation

All subrecipients shall obtain and maintain the following information on each client served:

- a) Client name and address
- b) Gender
- c) Ethnicity/Race
- d) Head of household status
- e) Income (with copies of source documents)

This information (except income documents) shall be submitted in summary on the appropriate income forms "Monthly Intake Information Form" for General and Public Service (**Exhibit "I"**). If the entity does not have a client application form that covers this information, please contact CDD staff and a general version will be provided to your agency. Sample application forms for both programs are available from the CDD. A person will be counted one time during the program year regardless of the number of service units.

Housing clients shall be reported individually by completing the "HOME Beneficiary Information Form" attached hereto as **Exhibit "J"** and must be submitted within 20 days of closing.

2. Exceptions to Maintaining Required Income Documentation

The following categories of clients are considered to be "Presumed Beneficiaries". To be counted appropriately, the agency must complete the "Certification of Clientele Served" **Exhibit "K"** and submit it with the first monthly report.

Income documentation is not required for the following client types:

- a. Clients of a domestic violence shelter
- b. Seniors 62 years of age or older
- c. Persons with recognized disabilities (a lengthy definition is available, please contact the CDD Director)
- d. Homeless persons
- e. Illiterate adults
- f. Persons with AIDS
- g. Migrant Farm Workers

All other documentation is required.



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Chris Hoover, Grants & Government Relations Manager
DATE: July 14, 2025
SUBJECT: Arkansas Community Assistance Grant Program - Rehabilitation of Creekmore Park Tennis Courts

SUMMARY

On May 19, 2025 Arkansas Governor Sarah Huckabee Sanders and the Arkansas Economic Development Commission announced the creation the Arkansas Community Assistance Grant Program (CAGP) with an initial \$15 million allocation from the Arkansas Legislative Council to fund the program. CAGP is intended to provide grant funds to cities, counties, and non-profit organizations of the State of Arkansas for eligible community and economic development projects and eligible non-profit organization projects. The Rehabilitation of Creekmore Park Tennis Courts aligns with the grant requirements, is a needed project, and matching funds are available through the 1/8% Sales and Use Tax for parks capital projects.

This project will consist of the resurfacing of the top four (4) courts, reconstruction of the bottom (4) courts to a concrete base rather than retain an asphalt base, replacement of the fencing and windscreens, addition of spectator seating on the east side of the courts, and conversion of the antiquated lights to LED fixtures.

This grant comes at an 80% state participation and 20% local participation rate. With the state participation (80%) being \$893,600 and the local match (20%) being \$223,400 for a total project cost of \$1,117,000.

This grant program is in alignment with the comprehensive plan policy NCR-1.1 (Promote and establish regional support for Fort Smith Parks and Recreation through agreements, user fees, programs, and grant applications).

ATTACHMENTS

1. [7-22-25_Item_ID_1965_Resolution.pdf](#)
2. [7-22-25 Item ID 1965 Site Plan.pdf](#)

GRANT AMOUNT: \$893,600
GRANT NAME: Arkansas Community Assistance Grant Program
GRANT AGENCY: Arkansas Economic Development Commission

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE
ARKANSAS COMMUNITY ASSISTANCE GRANT PROGRAM THROUGH THE ARKANSAS ECONOMIC
DEVELOPMENT COMMISSION

WHEREAS, the City of Fort Smith understands that Arkansas Community Assistance Grant Program Funds are available through the Arkansas Economic Development Commission; and

WHEREAS, the City of Fort Smith understands the Arkansas Community Assistance Grant Program requires a 20% local match of any awarded grant funds; and

WHEREAS, the City of Fort Smith has determined the Rehabilitation of Creekmore Park Tennis Courts meets the eligibility requirements necessary to apply for a grant under the Arkansas Community Assistance Grant Program; and

WHEREAS, the City of Fort Smith desires to make application to the Arkansas Community Assistance Grant Program for the Rehabilitation of Creekmore Park Tennis Courts for an amount of \$893,600.00; and

WHEREAS, the Board of Directors understands acceptance of funding through the Arkansas Community Assistance Grant Program requires the appropriation of matching funds in the amount of \$223,400.00; and

WHEREAS, matching funds in the amount of \$223,400.00 will be appropriated from the 1/8% Sales and Use Tax for parks capital projects; and

WHEREAS, the Fort Smith Board of Directors understands that an application does not guarantee funds will be awarded.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

The Mayor is hereby authorized to submit a grant application to the Arkansas Community Assistance Grant Program through the Arkansas Economic Development Commission for the purpose of securing state grant funds in the amount of \$893,600.00 for the Rehabilitation of the Creekmore Park Tennis Courts.

This Resolution adopted this ____ day of _____, 2025.

APPROVED:

Mayor

ATTEST:

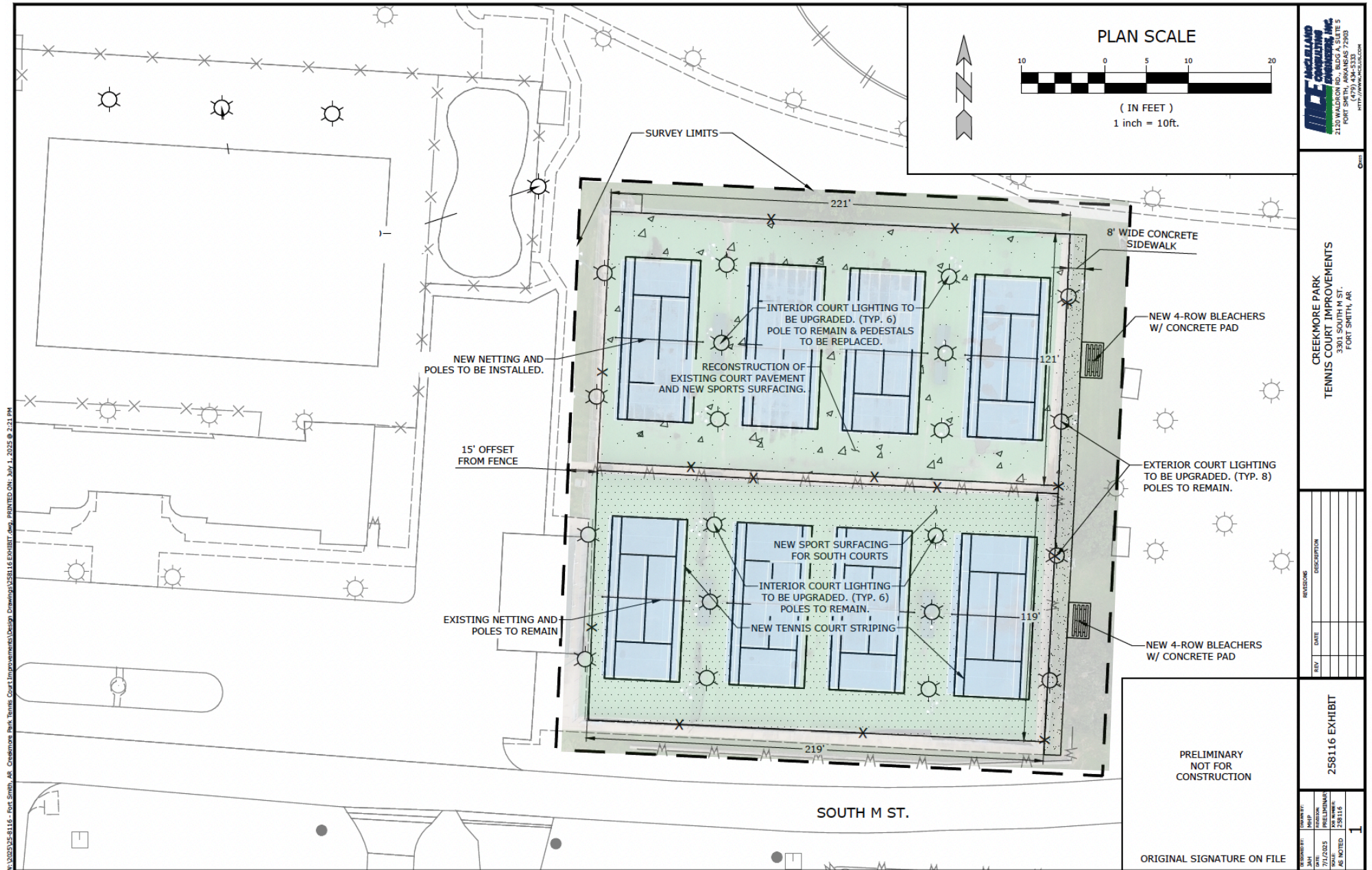
City Clerk

Approved as to form:



City Attorney

Rehabilitation of Creekmore Park Tennis Courts Site Plan





MEMORANDUM

TO: Honorable Mayor & Members of the Board of Directors
FROM: Jeff Dingman, Acting City Administrator
DATE: July 15, 2025
SUBJECT: Settlement Agreement

SUMMARY

This federal court lawsuit, an employment discrimination case filed by a former employee, was set for a court-ordered settlement conference before a Magistrate Judge on June 30. Prior to the conference, the City, through its attorney Doug Carson, was able to negotiate the proposed settlement, thus eliminating the need for City personnel and attorneys to participate in the possibly day-long conference. If the case did not settle, it was set for a three-day trial in August.

In an effort to resolve the matter and save the out-of-pocket expenses and time commitment by City personnel set out below, the City, after negotiations, made and she accepted a final offer of \$9,500.00 plus confirmation that she can “cash out” a set portion of her 401a account under the plan terms—the latter being something she already was entitled to do, apart from the settlement. She is responsible for paying all her own attorneys’ fees and costs, though the legal claims she made provide for recovery of attorneys’ fees and costs if she had won.

In her lawsuit, she claimed \$45,000 in lost income, \$5,000 in lost retirement benefits, and \$200,000 in “general damages” such mental anguish and emotional distress, which were potentially recoverable. She also was seeking reimbursement on a past and future basis of medical and counseling expenses as a part of her damages. As noted, she also sought to recover her attorney’s fees. If the City had not settled and had lost at trial, which always is possible even though the City felt reasonably confident in its defense on the merits of the case, the total exposure could have been up to approximately \$300,000 - \$350,000, looking at the case most favorably from her standpoint.

If the City had not settled and the case were decided at trial, the City’s legal fees from current time through the completion of trial are estimated at approximately \$30,000, for both final pretrial preparation and related activities and the multi-day trial itself, plus the lost time of about five to eight City staff engaged in pre-trial preparation and attending and testifying at trial. The total cost to the City, even if we won, would have been in excess of \$40,000. Unlike a winning plaintiff, a winning defendant in an employment discrimination case in most instances is not entitled to claim back its attorneys’ fees and costs.

Because of the savings of nonrecoverable expenses to the City and the elimination of even the possibility of an adverse judgment against the City in an amount which would be left to the discretion of a jury, the Administration recommends approval of the settlement agreement. The recommended settlement is less than 25% of the anticipated trial costs which would have been incurred even if the City won the trial.

ATTACHMENTS

1. [Resolution_Asenthia_Saul_Settlement_07222025.pdf](#)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR AND CITY
ATTORNEY TO CONCLUDE LITIGATION STYLED AS ASENTHA SAUL V. CITY OF
FORT SMITH AND APPROVING SETTLEMENT AGREEMENT**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT
SMITH, THAT:**

The City Administrator and City Attorney are hereby authorized to conclude the matter of litigation styled as Asentha Saul v. City of Fort Smith, United States District Court, Western District of Arkansas, Fort Smith Division Case No. 2:24-cv-2071, pursuant to the terms of a Settlement Agreement to be completed upon the approval of this Resolution.

This Resolution adopted this _____ day of July, 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form:



No Publication Required



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Lance A. McAvoy, Director of Water Utilities
DATE: July 2, 2025
SUBJECT: Agreement to Initiate Land Exchange with the Forest Service

SUMMARY

The City of Fort Smith's long term watershed protection plan around Lake Fort Smith identified the need to acquire watershed restrictions on lands within a 1/4-mile buffer zone around the lake. The U.S. Forest Service (USFS) administers certain lands as part of the Ozark-St. Francis National Forests that are also located within the buffer zone but are disjunct from the main bodies of Federal ownership within the Ozark National Forest. These parcels present certain management challenges as they are already surrounded by lands acquired by the City of Fort Smith that are incidental to watershed protection efforts.

The City of Fort Smith contacted the Boston Mountain Ranger District in August 2017 and expressed interest in acquiring some of these parcels via an assembled land exchange. The federal lands to be exchanged will be used to protect the water quality of Lake Fort Smith. The non-Federal lands proposed for exchange by the City of Fort Smith would be strategic to the needs of the Ozark-St. Francis National Forests and have characteristically similar resource values. The exchange consists of 458.51 acres, more or less, in non-federal tracts and 358.1 acres, more or less, in the Federal tracts. Due to staff turnover at both the City and the USFS, the 2019 Flood, and Covid-19, this project was placed on hold by the US Forest Service but has now become a priority.

The land to be exchanged is based on the appraised value of the land. This allows a dollar-for-dollar exchange as opposed to an acre for acre exchange. Land Exchanges are allowed by following the processes as outlined under the authority of General Exchange Act of March 20, 1922, Weeks Act of March 1, 1911, as amended, Federal Land Policy & Management Act of October 21, 1976 (FLPMA), and the Federal Land Exchange Facilitation Act of August 20, 1988 (FLEFA).

The first step of the process is to enter into an Agreement to Initiate with the USFS. This Agreement allows for surveying and assessment of the properties to be exchanged. The Agreement to Initiate does not obligate the City or USFS to the exchange and at any time during the Agreement to Initiate, either the City or USFS may withdraw from the land exchange process. Board approval of the Agreement to Initiate with the USFS is required.

When all the evaluations are completed, an Exchange Agreement will be presented to the Board for approval. Once the Exchange Agreement is approved, final steps will be completed to transfer the identified USFS property around Lake Fort Smith to the City, and the identified City owned properties to the USFS.

ATTACHMENTS

1. [7-22-2025_Item_ID_1969_Resolution_Uilities.pdf](#)
2. [7-22-2025 Item ID 1969 Attachment Uilities reduced.pdf](#)

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT TO INITIATE WITH THE U.S. DEPARTMENT OF AGRICULTURE,
FOREST SERVICE

BE IT RESOLVED by the Board of Directors of the City of Fort Smith, Arkansas, that:

Section 1: The Agreement to Initiate between the City of Fort Smith and the U.S. Department of Agriculture, Forest Service, incorporated herein by reference, is hereby approved.

Section 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Agreement to Initiate approved by Section 1 hereof.

Section 3: The City Administrator, or his designated agent, is authorized to take any and all actions required of the City under the Agreement to Initiate; however, any proposed exchange agreement between the City and the U.S. Department of Agriculture, Forest Service, shall be subject to review and approval by the Board of Directors.

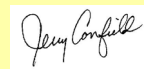
This Resolution adopted this _____ day of July, 2025.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

AGREEMENT TO INITIATE

U. S. DEPARTMENT OF AGRICULTURE Forest Service

5430 Exchanges

Ozark-St. Francis National Forests – (O-6764a-g)
City of Fort Smith – O-6763a-d

Exchange Authorities:

- General Exchange Act of March 20, 1922; (42 Stat. 465, as amended; 16 USC 485,486)
- Weeks Act of March 1, 1911, as amended (36 Stat. 961 as amended, 16 USC 516)
- Federal Land Policy & Management Act of October 21, 1976 (FLPMA) (90 Stat. 2755 as amended; 43 USC 1701,1715, 1716, 1717),
- Federal Land Exchange Facilitation Act of August 20, 1988 (FLEFA) (43 USC 1716)

I, City of Fort Smith, 801 Carnall Avenue, Suite 500, Fort Smith, AR 72901, Telephone: 479-522-7246, hereinafter called the non-Federal party, and the Forest Service, U.S. Department of Agriculture, acting through their authorized representatives intend to exchange real property described in attached Exhibits A and B under the terms and conditions described in the exhibits. It is understood that the basis for value of the exchange properties shall be appraisals which have been approved by the Forest Service. This Agreement to Initiate authorizes each party to enter on lands of the other for such purposes as preparing land value appraisals, land line surveys, wildlife and wetland inventories, and other evaluations deemed necessary by the Forest Service to fully evaluate the effects and merits of the exchange proposal.

It is understood that upon approval of the decision, exchange values, terms and conditions by the appropriate Forest Service official, the parties may enter into an exchange agreement that shall be binding on both parties. It is understood that prior to the exchange agreement, or issuance of a patent or deed by the United States if no exchange agreement is executed, no action taken shall create or establish any contractual or other obligations against the non-Federal party or the United States. Either the non-Federal party or the Forest Service may withdraw from the exchange at any time prior to execution of the exchange agreement, or conveyance from the United States.

Pursuant to Section 206(b) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716), a payment may be required by either party to equalize exchange values. The non-Federal party may reserve such rights as are acceptable to the Forest Service.

Any reservations shall be subject to the rules and regulations of the Secretary of Agriculture, where applicable, and such other conditions as may be agreed upon. The reservations and exceptions of the non-Federal party are listed in Exhibit A attached.

If this offer is approved and title accepted by the United States, the non-Federal party agrees to accept, in exchange, that National Forest System land described in Exhibit B attached, subject to the reservations and exceptions shown in Exhibit B attached. Title will be conveyed by Exchange Deed issued by the USDA-Forest Service and by Patent issued by USDI-Bureau of Land Management.

It will be the non-Federal party's responsibility to furnish a good and sufficient title to the property free from objectionable encumbrances. The non-Federal party will convey title by general warranty deed when notified to do so, subject to the reservations and exceptions shown in Exhibit A attached and any other title exceptions identified on any title commitments. A policy of title insurance satisfactory to the Office of the General Counsel of the Department of Agriculture will be prepared at the expense of the non-Federal party. If this offer is approved and title accepted by the non-federal party, the Forest Service agrees to accept, in exchange, the non-federal lands identified in Exhibit A attached, subject to the reservations and exceptions shown in Exhibit A attached.

The United States does not furnish title insurance for the property it conveys.

No authorization for compensation for costs assumed pursuant to the provision of 36 CFR 254.7 is provided.

The timeline for processing this proposal and the agreement on responsibility for costs on specific items (36 CFR 254.4(c)(6)) is provided for in Exhibit C (Implementation Schedule) and Exhibit D (Projected Costs and Allocation).

If the non-Federal party is assigned the responsibility of providing appraisals for the Federal and/or non-Federal properties in the Implementation Schedule, execution of this agreement requires the non-Federal party to instruct the Forest Service-approved fee appraiser to simultaneously submit all appraisals to the Forest Service and the non-Federal party. A copy of this Agreement to Initiate may be provided to the appraiser of record and serve as written authorization by the appraiser's client to provide a copy of all appraisals to the Forest Service.

This is an assembled land exchange developed pursuant to 36 CFR 254.5. As such, both the Federal and non-Federal lands are to be appraised in a similar manner.

In this case, the non-Federal party was requested by the Forest Service to secure the non-Federal ownerships for the purposes of the exchange. The various ownerships on the non-Federal side must be appraised as though each is in an individual transaction, and the sum of the individual values of those ownerships will be the non-Federal value of this transaction. The value of the Federal lands is the sum of the value of the various parcels of Federal lands involved in the exchange, each individual parcel valued as though in a separate transaction.

Differences between the physical characteristics of the non-Federal lands and Federal lands may require additional acreage to be added to the transaction by either party to

achieve value equalization. If this becomes necessary, the added lands may also be appraised on an individual basis, as described above.

Qualified tenants occupying the non-Federal lands affected by this proposal may be entitled to relocation benefits under 49 CFR 24.2. The non-Federal party agrees to formally notify the Forest Service of any tenants occupying the non-Federal land and provide the Forest Service documentation that the tenant has been notified of the proposed land exchange.

Unless otherwise provided by law or regulation (49 CFR 24.101(a)(1)), relocation benefits are not applicable to owner-occupants involved in exchanges with the United States provided the owner-occupants are notified in writing that the non-Federal lands are being acquired by the United States on a voluntary basis.

Therefore, this Agreement to Initiate serves as that notice and by signing the same, the owner-occupants agree that they are not entitled to relocation benefits.

Each party to this agreement is responsible for providing the other documentation of the existence or non-existence of storage of hazardous substances stored on their respective lands for 1 year or more or disposed of or released on said lands. If evidence of hazardous substances is found, either party may refuse, without liability, to complete the exchange.

No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this proposal or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit (18 U.S.C. 431, 433).

The undersigned is a citizen of the United States or a corporation or other legal entity subject to the laws of the United States or a State thereof. The parties represent they are the owners of the respective properties identified in Exhibits A and B attached.

Notification statement: Public availability of Property-Related Information. Any party who has signed below acknowledges receipt of this notification: All documents pertaining to both Federal and non-Federal lands necessary for the evaluation, processing, and consummation of a land adjustment transaction, including but not limited to appraisals, timber cruises, specialist reports, geology/mineral reports, title and other property information, are subject to public availability pursuant to the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a).

However, it is the general intent of all parties that these land adjustment transaction documents will be considered “pre-decisional working papers” not subject to premature availability prior to the point which concludes evaluation of the proposal through the agency’s established, required process and policy.

Date

BY: _____
George McGill
Mayor, City of Fort Smith

Date

BY: _____
Dan Olsen
Acting Forest Supervisor
Ozark-St. Francis NFs

EXHIBIT A

Property that the Non-Federal Party will consider exchanging:

Tract O-6763a

5th Principal Meridian, Johnson County, Arkansas
T12N, R25W, Sec. 6 – NESE, 40 acres, more or less.

Land reservations of the Non-Federal Party and exceptions to title:

Reservations: None.

Outstanding Rights: None.

Tract O-6763b

5th Principal Meridian, Newton County, Arkansas
T13N, R24W, Sec. 35 – S2SW and W2SE, 160 acres, more or less.

Land reservations of the Non-Federal Party and exceptions to title:

Reservations: None.

Outstanding Rights: None.

Tract O-6763c

5th Principal Meridian, Franklin County, Arkansas
T11N, R27W, Sec. 17 – E2NE, 60.51 acres, more or less.

Land reservations of the Non-Federal Party and exceptions to title:

Reservations: None.

Outstanding Rights:

1. Mineral estate owned by Hilda White Family Living Trust Dated May 5, 2000. Hilda White Family Living Trust purchased the mineral rights from Hilda White as recorded in a Mineral Deed recorded on June 26, 2000, in Book 208, Page 578 of the records of Franklin County.

Tract O-6763d

5th Principal Meridian, Crawford County, Arkansas

T12N, R32W, Sec. 24 – W2SW, SENW, and W2NW, 198 acres, more or less.

Land reservations of the Non-Federal Party and exceptions to title:

Reservations: None.

Outstanding Rights: None.

EXHIBIT B

Property that the U.S.D.A. Forest Service will consider exchanging:

Tract O-6764a

5th Principal Meridian, Crawford County, Arkansas
T12N, R29W, Sec. 8 – SWSW, 40 acres, more or less.

Land reservations of the U.S.D.A. Forest Service, exceptions to title and uses to be recognized:

Reservations: None.

Outstanding Rights: None.

Tract O-6764b

5th Principal Meridian, Crawford County, Arkansas
T12N, R29W, Sec. 18 – NENE, 40 acres, more or less.

Land reservations of the U.S.D.A. Forest Service, exceptions to title and uses to be recognized:

Reservations: None.

Outstanding Rights: None.

Tract O-6764c

5th Principal Meridian, Crawford County, Arkansas
T12N, R29W, Sec. 19 – SWNW, 37.28 acres, more or less.

Land reservations of the U.S.D.A. Forest Service, exceptions to title and uses to be recognized:

Reservations: None.

Outstanding Rights:

1. This property is subject to an easement and permanent right-of-way 16.5 feet in width across the SW1/4NW1/4, Section 19, T12N, R29W, executed by Warren Ridenour and Lorene Ridenour to Southwestern Bell Telephone Company, dated October 18, 1957, recorded in Misc. Book 10, Page 327, of the records of Crawford County.
2. This property is subject to a right-of-way 200 feet wide and also all coal and mineral deposits in and under SW1/4 NW1/4, Section 19, T12N, R29W, reserved in deed from Little Rock and Fort Smith Railway to A.J. Nordin, dated March 6, 1893, filed April, 7, 1897, being Deed #6378, in Book 35, Page 459 of the records of Crawford County.

Tract O-6764d

5th Principal Meridian, Crawford County, Arkansas
T12N, R30W, Sec. 24 – SWNE, 40 acres, more or less.

Land reservations of the U.S.D.A. Forest Service, exceptions to title and uses to be recognized:

Reservations: None.

Outstanding Rights: None.

Tract O-6764e

5th Principal Meridian, Crawford County, Arkansas
T12N, R30W, Sec. 36 – NESE, 40 acres, more or less.

Land reservations of the U.S.D.A. Forest Service, exceptions to title and uses to be recognized:

Reservations: None.

Outstanding Rights:

1. This property is subject to a reservation of all oil, gas and minerals until January 15, 2069, reserved in deed from Joe W. Hart and Elma R. Hart by Donie E. White (Power of Attorney), dated June 2, 1971, filed July 1, 1971, in Book 340, Page 68 of the records of the Crawford County.

Tract O-6764f

5th Principal Meridian, Crawford County, Arkansas

T12N, R29W, Sec. 31 – SWNW and SENW, 80.82 acres, more or less.

Land reservations of the U.S.D.A. Forest Service, exceptions to title and uses to be recognized:

Reservations: None.

Outstanding Rights:

1. The SWNW is subject to a reservation of all oil, gas and minerals until January 15, 2069, reserved in deed from Joe W. Hart and Elma R. Hart by Donie E. White (Power of Attorney), dated June 2, 1971, filed July 1, 1971, in Book 340, Page 68 of the records of the Crawford County.
2. The SENW is subject to a reservation by the Missouri Pacific Railway to the minerals upon, in, or under T12N, R29W, Section 31, SENW, as recorded in its deed to Bernal Seamster, filed on February 27, 1934, in Book 137, Page 274 of the records of Crawford County.

Tract O-6764g

5th Principal Meridian, Crawford County, Arkansas

T12N, R29W, Sec. 30 – SWSE and T12N, R29W, Section 31 – NWNE, 80 acres, more or less.

Land reservations of the U.S.D.A. Forest Service, exceptions to title and uses to be recognized:

Reservations: None.

Outstanding Rights:

1. The SWSE of Section 30 is subject to a reservation by the State of Arkansas to all coal, oil, gas, and minerals rights in and under T12N, R29W, Section 30, SWSE, as filed on June 12, 1944, recorded in Miscellaneous Book 8, Page 11 of the records of Crawford County.
2. The NWNE of Section 31 is subject to a reservation by the Missouri Pacific Railway to the minerals upon, in, or under T12N, R29W, Section 31, NWNE, as recorded in its deed to Bernal Seamster, filed on February 27, 1934, in Book 137, Page 274 of the records of Crawford County.

EXHIBIT C

IMPLEMENTATION SCHEDULE

Land-for-Land Exchange

Case Name: City of Fort Smith Land Exchange Action Item Feasibility Analysis (Items 1-8)	Responsible for Preparation	Responsible for Costs	Target Date
1. Exchange Proposal - Define the Estates	Non-Fed/FS		11/19
2. Forest Plan Compliance Review/Public Benefits Summary	FS	FS	07/19
3. Obtain Title Insurance Commitment	FS	Nonfederal	02/20
4. Boundary Management Review	Forest Surveyor		01/24
5. Federal Land Status Report	FS		01/24
6. *Water Rights Analysis	Hydrologist	FS	N/A
7. Valuation Consultation	Appraiser	FS	10/24
8. Identify Party Responsible for Costs	Non-Fed/FS		11/24
9. Draft ATI & Exhibits	FS		11/24
10.**Oversight (FA and Draft ATI)	RO/WO		02/25
11. Execute Agreement To Initiate (ATI)	Non-Fed/SO/RO		06/25
12. *Request BLM Serialization/ Segregation	FS		N/A
13. Prepare Notice of Publication/Posting	FS		05/25
14. Notify County Commissioners, State Clearinghouse, Congressional Delegations, Tribal Governments, and other Agencies	FS		03/24
15.**Submit Notice of Publication for 30-day Appropriation Committee Review	FS		08/25
16. *Notify Permittees	FS		N/A
17. 4-Week Publication Period, Including Wetlands and Floodplains Information	FS	Nonfederal	06/25
18. Initiate Public Scoping	FS		06/25
19. *Request Land Survey (Forest Service)	FS		N/A
20. *Request Withdrawal Revocation(s)	FS		N/A
21. *Prepare Mineral Potential Report	Geologist		04/25
22. Complete Certificate of Possession	FS		03/24
23. Obtain SHPO Concurrence	FS		02/23

Case Name: City of Fort Smith Land Exchange Action Item	Responsible for Preparation	Responsible for Costs	Target Date
24. Prepare TES Report/Consultation	FS	FS	12/23
25. Prepare Wetlands/Floodplains Report	Hydrologist	FS	12/23
26. Prepare Hazardous Substances Evaluation	FS	Nonfederal	12/25
27. Analyze Effects on Cost Share Agreements	FS		N/A
28. Request Appraisals	FS	FS	08/25
29. Finalize Appraisals	Appraiser	FS	12/25
30. Prepare Appropriate NEPA Documentation	FS	FS	12/23
31.*Request BLM Concurrence on Minerals	FS		06/25
32. *NEPA Comment Period	FS		N/A
33. Appraisal Reviews and Approvals	Appraiser	Non-federal	01/26
34. Certificate of Use and Consent	FS		03/24
35. Agreement on Values	Non-Fed/FS		02/26
36. Finalize NEPA Document	FS		12/23
37. Draft Decision Document	FS		N/A
38. Draft Exchange Agreement	FS		03/26
39.**Oversight (NEPA document and supporting documents, draft decision, appraisals and reviews, draft exchange agreement, and initial file material)	RO/WO		03/26
40. Issue Decision	FS		04/26
41. Publish Decision	FS		N/A
42. Appeal Period	FS		N/A
43.*** Certify Estate Consistency	FS		04/26
44. Request Preliminary Title Opinion	FS		04/26
45. Provide Preliminary Title Opinion	OGC		07/26
46. Execute Exchange Agreement (optional)	Non-Fed/FS		07/26
47. Prepare Form FS-5400-10 (Digest)	FS		08/26
48. *Submit to WO for Congressional Oversight	FS		08/26

Case Name: City of Fort Smith Land Exchange Action Item	Responsible for Preparation	Responsible for Costs	Target Date
49. Record Exchange Agreement and Update Title Commitments	Non-Fed/FS	FS	09/26
50. *Prepare/Obtain Easements, Relinquishments for Special Use Permits	FS		N/A
51. Prepare Deed to Non-Federal Land; Patent Request/Exchange Deed to Federal Land	FS		09/26
52. Supplemental Certificate of Possession	FS		10/26
53. *Execute Easements/Relinquishment	Non-Fed/FS		N/A
54. Execute Deeds to Non-Federal Land	Non-Fed		12/26
55. Deliver Deeds and/or Patent	FS		12/26
56. Record Patent and All Deeds and/or Patent	FS	Non-federal	12/26
57. File Water Rights Transfer/Use Documents	Non-Fed/FS		N/A
58. Return Deeds to Non-Federal Land with Title Insurance Policy	Non-Fed Party		12/26
59. Final Certificate of Use and Consent	FS		12/26
60. Return Copies of Recorded Patent or Deeds to RO	FS		01/27
61. Submit Final Form FS-5400-10 (Digest) to WO	FS		01/27
62. Request Final Title Opinion	FS		04/27
63. Provide Final Title Opinion	OGC		07/27
64. Post Status and Close Case	FS		07/27

* If applicable/if needed.

** Regional oversight applies to ALL cases. WO review required commensurate with WO designated value threshold.

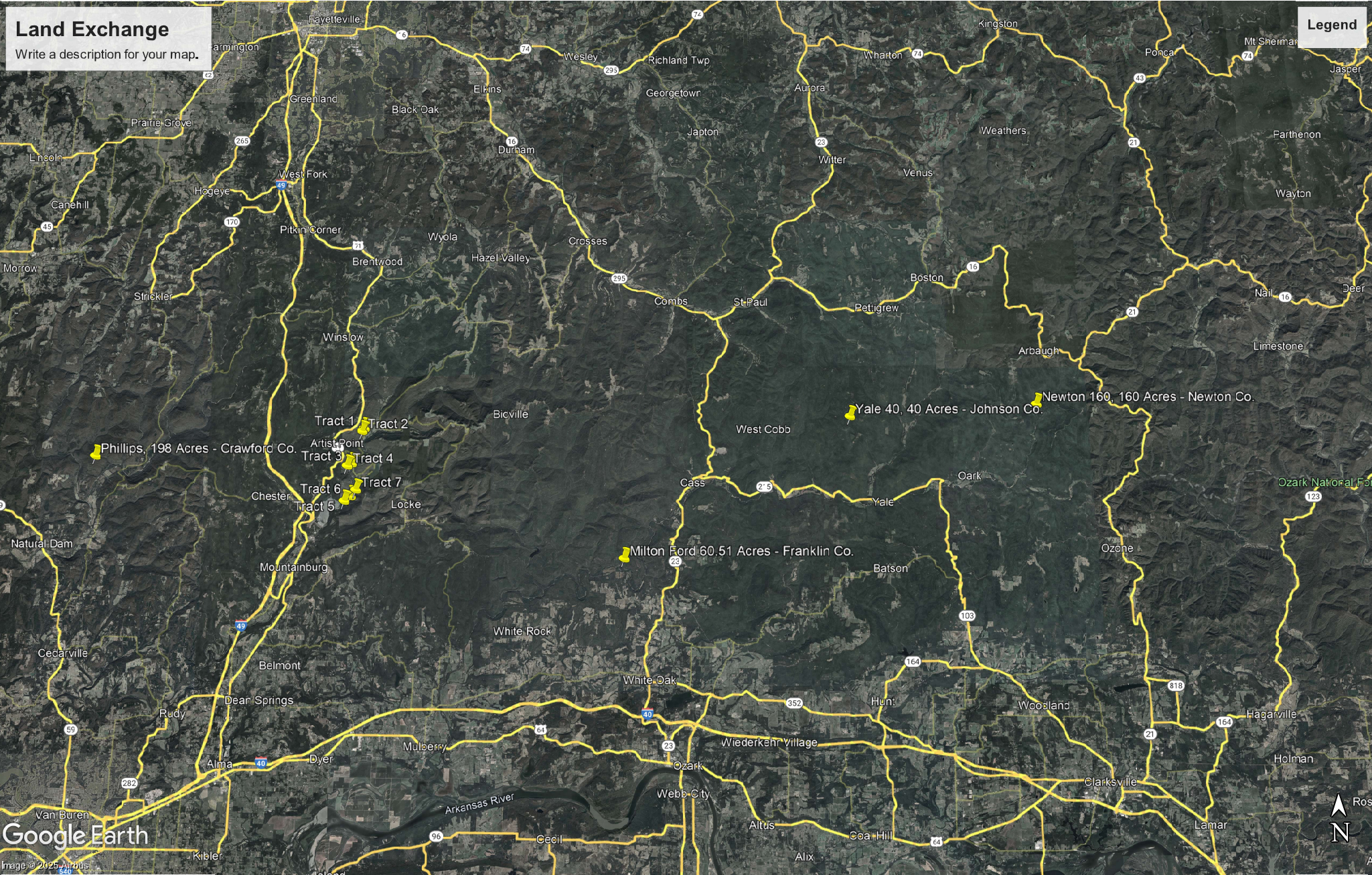
***Certify that the estate appraised is identical to the physical estate; estate noted in Decision Document, Exchange Agreement, and Deeds.

EXHIBIT D

PROJECTED COSTS AND ALLOCATION
City of Fort Smith Land Exchange

Allocation of Estimated Costs

<u>Activity</u>	<u>Forest Service</u>	<u>Non-Federal</u>
1. Valuation Consultation & Appraisal	\$ 10,000	\$
2. Title Work & Insurance	\$	\$5,000
3. Environmental Site Assessment (prelim)	\$	\$3,000
4. Environmental Analysis (NEPA)	\$2,000	\$
5. Closing (Escrow, Recording)	\$2,000	\$2,000
6. Legal Advertisements	\$	\$1,500
7. BE, cultural evaluations	\$ 4,000	\$
8. Floodplains, wetlands report	\$ 1,000	\$
9. Mineral Potential Report	\$ 2,000	\$
9. Phase I Environmental Report	\$	\$10,000
TOTALS	\$21,000	\$21,500



LAKE FORT SMITH PROPERTY MAP and WATERSHED MANAGEMENT MASTER PLAN CRAWFORD COUNTY, ARKANSAS

Map prepared by the City of Lake Fort Smith, Arkansas, in cooperation with the Arkansas Department of Transportation, Arkansas Game and Inland Fisheries Commission, and the Arkansas Game and Inland Fisheries Commission.

Legend
City Ownership
Private Ownership
Government Ownership
Watershed Management Areas

CARTWRIGHT
MTN ROAD

WATER
TREATMENT
PLANT

City of Lake Fort Smith
Arkansas

LEGEND

- City Ownership
- Private Ownership
- Government Ownership
- Watershed Management Areas



MEMORANDUM



TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Lance A. McAvoy, Director of Water Utilities
DATE: July 7, 2025
SUBJECT: Phase One of Project Development Agreement with AMERESCO, Inc. for an Investment Grade Audit (IGA)

SUMMARY

A presentation was made to the Board at the June 24, 2025 Study Session for a proposed Advanced Metering Infrastructure (AMI) project for Water Utilities by AMERESCO, Incorporated. Direction from the Board was to have Water Utilities bring the Phase One portion of the project development agreement to the Board for consideration. Phase I of the project authorizes AMERESCO, Inc. to perform an Investment Grade Audit (IGA) which will analyze our existing water meter database, focusing on meter consumption, sizes and types of meters. AMERESCO will calculate potential revenue effects based on the accuracy of tested meters and the accuracy guaranteed by the manufacturer for the meter class. AMERESCO will also evaluate the potential operational and maintenance financial effects of the system rehabilitation and automation and with support of City staff, determine potential operational cost savings. A full copy of the scope for this audit is included in your packet as Schedule A.

Phase One of the project is expected to be complete within 3-5 months once the data request is received and the meters ordered for testing are on site. When Phase One is complete, a presentation of the findings will be brought to the Board for discussion to determine if the Board desires to move forward with Phase 2 of the project.

This project aligns with the goals of the comprehensive plan policy TI-5.2 (ensure that utility and infrastructure systems can meet the city's long-term needs).

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

ATTACHMENTS

1. [7-22-2025_Item_ID_1976_Resolution.pdf](#)
2. [7-22-2025 Item ID 1976 Attachment AMERESCO.pdf](#)

FISCAL IMPACT: \$125,000.00
BUDGET INFORMATION: Budgeted / Water Utilities - 6505 Capital Improvement Fund

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROJECT DEVELOPMENT AGREEMENT WITH AMERESCO, INCORPORATED TO PERFORM AN INVESTMENT GRADE AUDIT ON WATER METERS, PROJECT NO. 25-03-ES1

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

SECTION 1: Phase One of the Project Development Agreement to perform an investment grade audit for the Advanced Metering Infrastructure (AMI) System and Water Loss Optimization Project, Project No. 25-03-ES1, is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a Project Development Agreement for professional services in the amount of \$125,000.00 and for a period of 180 days, for performing said services.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2025.


APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No Publication Required



PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (the "Audit Agreement") is entered into as of the _____ day of _____, 2025 (the "Effective Date") by and between the City of Fort Smith, AR whose principal offices are located at 623 Garrison Avenue, Fort Smith, AR 72903 (the "Owner") and Ameresco, Inc., with an address of 202 S Live Oak Street, Suite B, Tomball, Texas 77375 ("Ameresco"). Ameresco and Owner are also referred to individually as "Party" and collectively as the "Parties".

Whereas, the Owner desires that Ameresco perform an Investment Grade Audit ("IGA") (as hereinafter defined) with respect to its water meters as described in Schedule A;

Whereas, the Owner has selected Ameresco to provide the scope of services in accordance with Arkansas Code Ann 19-11-1201 and Owner's Request for Qualifications for Energy Savings Performance Contract titled "Implementation of Guaranteed Revenue Enhancement and Cost Reduction Solutions using an Advanced Metering Infrastructure (AMI) System and Water Loss Optimization Project for the City of Fort Smith".

Whereas, performance of the IGA constitutes the first phase ("Phase 1") of a utility meter and water infrastructure upgrade project (the "Project").

Whereas, if Ameresco is directed by the Owner to proceed with the implementation of the recommendations following the IGA, the second phase of the Project ("Phase 2") will consist of the design and installation of associated infrastructure upgrades as set forth in the Contract (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Ameresco agree as follows.

ARTICLE 1 PHASES OF PROJECT

1.1 Phase I -- Investment Grade Audit.

(a) After execution of this Audit Agreement, Ameresco will conduct an IGA as more particularly set forth in Schedule A. As used in this Audit Agreement, "IGA" means a process including (i) the collection of data related to the use and operation of the premises at which the meter is installed ("Premises"), observations of the Premises, determination of base year energy and/or water consumption and/or water billings, financial analysis of the cost and benefit of the evaluated systems to be upgraded at the Premises, determination of potential increases in water and sewer billings, reduction of utility cost, and operational and maintenance benefits, and (ii) the preparation of a detailed Investment Grade Audit Report ("IGA Report"), which presents current energy and water consumption at the Premises, recommendations for utility efficient equipment upgrades, energy conservation measures, water meter revenue enhancements, and a detailed analysis of implementation costs, anticipated project benefits resulting from such improvements and assumptions upon which the projected benefits are based. The IGA Report is intended to provide the Owner with the information necessary for the evaluation of the costs and benefits of proceeding with Phase 2 of the Project.

(b) Should Ameresco determine, in its sole discretion, at any time before the completion of the IGA Report that the anticipated project benefits cannot be achieved at the Premises, Ameresco will provide written notice to Owner and cease all further IGA activities, in which case Owner will not be charged for any IGA activities performed by Ameresco.

1.2 Phase 2 – Implementation.

(a) Owner acknowledges that the breakage fee for the IGA is \$125,000.00 (*One hundred twenty-five thousand dollars and no cents*) ("IGA Breakage Fee"). If the Owner decides to proceed with the design and implementation of any projects described in the IGA Report, the Parties shall execute a mutually acceptable Implementation Contract (the "Contract"). If the Parties enter into a Contract which includes the scope of work



in the IGA Report, Ameresco will not bill Owner for the IGA Breakage Fee but will include the total cost of developing the project in the cost of the work to be performed under the Contract ("Implementation Price").

(b) Owner acknowledges that the total cost of developing the project will be included in the Implementation Price if Owner elects to proceed to Phase 2. Owner also acknowledges that if Owner does not proceed with Phase 2 of the Project within 120 days after delivery of the IGA Report, Ameresco will be entitled to payment in full of the IGA Breakage Fee within thirty (30) days after Ameresco's submission of an invoice for such amount to Owner.

(c) Owner acknowledges that the Implementation Price for the Project is based on the market cost as of the date of the IGA Report, for steel, copper and similar raw materials incorporated into equipment and material used for the Project. Price increases for such equipment and materials after the IGA Report was issued may either result in an Implementation Price increase or a corresponding decrease in the project size, but once the Contract to complete the Project is executed by both parties, the Implementation Price will not be contingent on those fluctuations.

(d) In the event Owner instructs Ameresco to include additional facilities or expand the scope of the IGA as defined in Schedule A ("Additional Work"), the Owner shall compensate Ameresco for the Additional Work at a mutually agreed upon price, which will be reflected as an increase to the IGA Breakage Fee. Additional scope items could include, but not limited to, water and/or wastewater treatment, collection, and distribution systems, co-generation projects, park and sports lighting, renewable energy projects, lift stations, facility & building improvements, etc.

1.3 Other Terms and Conditions.

(a) Ameresco's receipt of an executed copy of this Audit Agreement shall serve as notification to Ameresco to proceed with the IGA. Ameresco will thereafter promptly initiate the IGA.

(b) Ameresco does not assume responsibility to Owner for the anticipated project benefits projected in the IGA Report unless Ameresco completes the recommended Projects as defined in the Contract.

(c) Owner hereby agrees to provide timely and complete access to all necessary property and utility consumption cost records for the three years preceding the commencement of Ameresco's services.

1.4 Miscellaneous Terms and Conditions.

(a) This Audit Agreement is hereby executed as of the Effective Date, written above.

(b) The signatories hereto represent that they have been duly authorized to enter into to this Audit Agreement on behalf of the Party for whom they sign.

(c) This agreement will be interpreted under the laws of the State of Arkansas, without giving effect to any conflict of law principle that would provide for the application of a different law. Any claim by either party will be brought exclusively in the federal or state courts in Sebastian County, Arkansas and each party irrevocably submits to the exclusive jurisdiction of such courts.

(d) This Audit Agreement may not be amended unless in writing signed by authorized representatives of both Parties.

(e) Neither Party may assign this Audit Agreement to another party without the prior written consent of the non-assigning Party, which will not be unreasonably withheld, delayed or conditioned. No un-consented-to assignment will be legally binding upon the non-assigning Party.

(f) In no event shall Ameresco be liable for any special, consequential, incidental, punitive, exemplary or indirect damages in tort, contract or otherwise, including, without limitation, loss of profits,



loss of use of the Premises or other property, or business interruption, howsoever caused, in connection with this Audit Agreement.

(g) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original document and all of which, taken together, shall be deemed to constitute a single document. A digital reproduction, portable document format (".pdf") or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding, and effective for all purposes

(h) This agreement is Subject to the Arkansas Freedom of Information Act. The Parties may disclose confidential information to comply with a court order, a request under the Arkansas FOIA or other government demand that has the force of law. Before doing so, The Party responding to a FOIA request, court order or other governmental demand, when possible, shall give either Party notice of such order, request or demand so the other Party may seek a protective order.

1. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

1.1. **Meaning of Confidential Information.** For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

1.2. **Obligation of Confidentiality.** Except as set forth above, the parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

1.3. **Cooperation to Prevent Disclosure of Confidential Information.** Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has



reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of Owner, at the sole election of Owner, the immediate termination, without liability to Owner, of this or any Agreement corresponding to the breach or threatened breach

AMERESCO, INC.

City of Fort Smith, AR

DocuSigned by:

Ron Haxton

By: BA9906B0E8BB4BF...

Name: Ron Haxton

Title: Sr. Vice President - BDM

By: _____

Name:

Title:



SCHEDULE A

The following Owner facilities will be reviewed:

- All water meters owned by the Owner or any meters that are read and serviced by the Owner.

IGA SCOPE OF WORK

Water Meters

- Ameresco will analyze the existing water meter database concerning meter consumption, sizes, and types.
- Ameresco will develop a testing plan consistent with the following criteria.
 - Testing for small meters, defined as 5/8" x 1/2", 5/8" x 3/4", 1", 1.5", and 2" is based on laboratory testing of a statistical sampling across the small meter population. Ameresco will test the number of meters for the sample population anticipated to result in 10 percent precision and a 90 percent confidence level based on the population size as described below.
 - Testing for meters 3" and larger is based on field testing the meters in place.
- Laboratory Accuracy Testing
 - Ameresco will generate a randomized sampling plan of primary and alternate meters for sampling-based testing based on the provided meter inventory for each population identified for laboratory testing.
 - Ameresco will provide thirty-five (35) 2" meters to be used for meter testing. Owner will provide new direct read meters for all other meters listed below that will be removed for laboratory testing. If meter sample selection is a different size than originally depicted for that sample set, Ameresco will choose an alternate meter sample site.
 - Ameresco anticipates testing 68 (sixty-eight) 5/8" x 1/2" water meters
 - Ameresco anticipates testing 68 (sixty-eight) 1" water meters.
 - Ameresco anticipates testing 68 (sixty-eight) 2" water meters.
 - Ameresco may conduct additional meter testing if current results lack precision and confidence, and if consumption and cost data analysis warrants.
 - Ameresco will install new water meters in place of existing meters being removed for laboratory testing.
 - Ameresco will coordinate transport of the meters to an independent laboratory for testing and will arrange for return of the tested meters to the Owner.
- Field Accuracy Testing
 - Ameresco will perform field testing for all meters 3" and larger assuming the meter can be tested in the field. If a meter is not capable of field testing for reasons such as lack of test port, seized valves, access concerns, or other field conditions, Ameresco will skip that meter, and that meter will not be tested. Below is a list of meters by size that Owner currently has in their database and Ameresco will attempt to test.
 - 3" meters – 146
 - 4" meters – 72
 - 6" meters – 69
 - 8" meters – 10
 - 10" meters - 4



- Ameresco will calculate potential revenue effects based on the accuracy of the test meters and the accuracy guaranteed by the manufacturer for the meter class. Analysis will be performed based on the established rate tiers and the marginal effects of accuracy changes.
 - Ameresco will apply results of the meter tests for small meter (5/8" x 1/2" meters) sample set to the entirety of the Owner's small meter population (1" and smaller) for the accuracy effect evaluation as meters within this group generally share similar design characteristics and use cases.
 - Ameresco will apply results of the meter tests for intermediate meter (2" meters) sample set to the entirety of the Owner's intermediate meter population (1.5" and 2" meters) for the accuracy effect evaluation as meters within this group generally share similar design characteristics and use cases.
 - Ameresco will apply the results of the meter tests for the 3" and larger meters on an individual account basis.
 - The Owner has the option to direct Ameresco to apply test results from one testable meter or meter population to other meters or meter populations at their discretion.
- Ameresco will evaluate the potential operational and maintenance financial effects of system rehabilitation and automation with support of Owner staff to determine potential operational cost savings.
- If the Owner desires, Ameresco will facilitate workshops with potential meter and telemetry (AMI), and customer engagement portal providers to review system options, software capabilities, and establish development criteria.
- Ameresco will develop a turnkey implementation cost based on the provider preferences for metering infrastructure, telemetry infrastructure, billing system integration, and customer portal (where applicable). Ameresco will provide alternate scenarios at the Owner's direction.
- Ameresco will review finding of revenue effects and implementation costs in a workshop to determine final direction on investment grade audit deliverable.
- Ameresco will provide an investment grade audit establishing the proposed scope, cost, and projected savings.



SCHEDULE B – OWNER RESPONSIBILITIES

- Owner to provide new direct read meters for Ameresco to install to replace existing meters being removed for accuracy testing.
- Assist with meter locates during the field surveys and testing process.
- Assist in pumping out the water in flooded large meter vaults so that the meter and piping is exposed to allow Ameresco to do testing and survey work.
- Provide Letter of Authorization (or email) which states that Ameresco has the Owner's permission to obtain the following data from the Owner's billing software company, or the Owner can provide this data directly to Ameresco:
 - File 1 – Account Listing
 - File 2 – Consumption History
 - File 3 – Utility Rate Structures

File 1 Details (Account Listing)

The first file is an Account Listing. This provides the detailed information to complete the field surveys above. The following tables outlines the data that is typically included in the first file.

1.	Zone# (if applicable)
2.	Route#
3.	Account#
4.	Account Sub/Identifier (if applicable)
5.	Customer Number (if applicable)
6.	Read Sequence # (Walk/Meter Reader Sequence)
7.	Account Type And/Or Rate Code (commercial, irrigation, residential...etc.)
8.	Account Name
9.	Account Physical Address (Service Location)
10.	Account Phone Number
11.	Account City/State/Zip if applicable
12.	Account Status (Active, Inactive, Vacant, Pulled, Disconnected...etc - Please provide definition)
13.	Last Meter Reading
14.	Account Multiplier
15.	Serial #
16.	Meter# (If different from Serial Number)
17.	Size (if available)
18.	Make/Model (if available)
19.	Type (if available i.e. compound, multijet, turbo, positive displacement)
20.	Any additional meter properties not listed above i.e. Register ID, Badge #, MXU ID...etc
21.	Meter Location Notes/ Meter Reader Notes



File 2 Details (Consumption History)

The second file is a consumption history for each account. This file is used to create the consumption baseline used to determine the economic viability of the AMI project. The following table outlines the data that is typically included in the consumption file. Ameresco will be requesting a minimum of 3 years of monthly data for each account (5 years is preferred).

1.	Account# (Include Zone, Cycle, and Route Numbers if applicable to your software)
2.	Account Sub/Identifier (if applicable)
3.	Customer Number (if applicable)
4.	Account Type (commercial, irrigation, residential...etc.)
5.	Account Name
6.	Account Physical Address (Service Location)
7.	Account Status (Active, Inactive, Vacant, Pulled, Disconnected...etc - Please provide definition)
8.	Meter# (If different from Serial Number)
9.	Monthly Water Consumption
10.	Monthly Billed Water Charge
11.	Monthly Sewer Consumption (Separate Line)
12.	Monthly Billed Sewer Charge (Separate Line)
13.	Monthly Billed Tax Charge
14.	Associated Water Rate Table/Code (Please provide definition for each unique rate code)
15.	Associated Sewer Rate Table/Code (Please provide definition for each unique rate code)
16.	Bill Date

These files are typically exported from the billing software in either .txt or .csv formats. Either is acceptable. If the files are too large to email, Ameresco can setup a DropBox or OneDrive folder so that the files can easily be uploaded.

File 3 Details (Utility Rates and Increases)

The third file is an export from the billing software that shows the rate codes for each utility and the rates associated with that code. All tiers should be listed.

In addition to this rate code export, Ameresco requests a copy of current approved water rates and any approved future rate increases that have not already been included in the existing rates. This file is used to create the financial model used to determine the economic viability of the AMI project.



MEMORANDUM

TO: Jeff Dingman, Acting City Administrator
CC: Maggie Rice, Deputy City Administrator
FROM: Lance A. McAvoy, Director of Water Utilities
DATE: July 10, 2025
SUBJECT: I540 and Highway 255 Utility Relocation

SUMMARY

This utility relocation project involves installation of approximately 600 linear feet of 8-inch ductile iron water line, utilizing both open-cut trenching and directional boring methods. The work is located near the intersection of Interstate I540 and Highway 255 (Zero Street) and is required by the Arkansas Department of Transportation (ARDoT) as part of their project for the redesign and reconstruction of the I-540 exit ramp and the Zero Street intersection. This project is 100% reimbursable by ARDoT. An exhibit showing the location of the project is included.

There were two bids received for the project. The low bid for the project was submitted by Goodwin & Goodwin, Inc., in the amount of \$370,325.75. A bid tabulation showing bid amounts is included.

ARDoT was made aware of a prior project challenges associated with the City utilizing Goodwin & Goodwin, Inc. ARDoT and has advised the City they are required by State law to award contracts to the lowest responsible bidder and as such, will only reimburse the amount of the lowest bid.

A Resolution authorizing the Mayor to execute a contract with Goodwin & Goodwin, Inc., in the amount of \$370,325.75, is attached. Again, this is 100% reimbursable from the ARDoT. The funding for this project is available through the 2018 Revenue Bonds.

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

ATTACHMENTS

1. [7-22-2025_Item_ID_1985_Resolution_Uilities.pdf](#)
2. [7-22-2025_Item_ID_1985_Attachment_Uilities.pdf](#)

FISCAL IMPACT: \$370,325.75
BUDGET INFORMATION: Budgeted / Water Utilities - 2018 Revenue Bonds

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO
EXECUTE A CONTRACT WITH GOODWIN AND GOODWIN, INCORPORATED FOR
THE INTERSTATE 540 AND HIGHWAY 255 UTILITY RELOCATION
PROJECT NO. 23-10-C1

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

SECTION 1: The bid of Goodwin and Goodwin, Incorporated for the I-540 and Highway 255 Utility Relocation, Project No. 23-10-C1 is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute a contract with Goodwin and Goodwin, Incorporated in the amount of \$370,325.75 and for a contract period of 120 days, for performing said construction.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to form:



No Publication Required

Bid Tabulation Sheet

Project Name

I-540 and Highway 255 Utility Relocation
Project Number: 23-10-C1

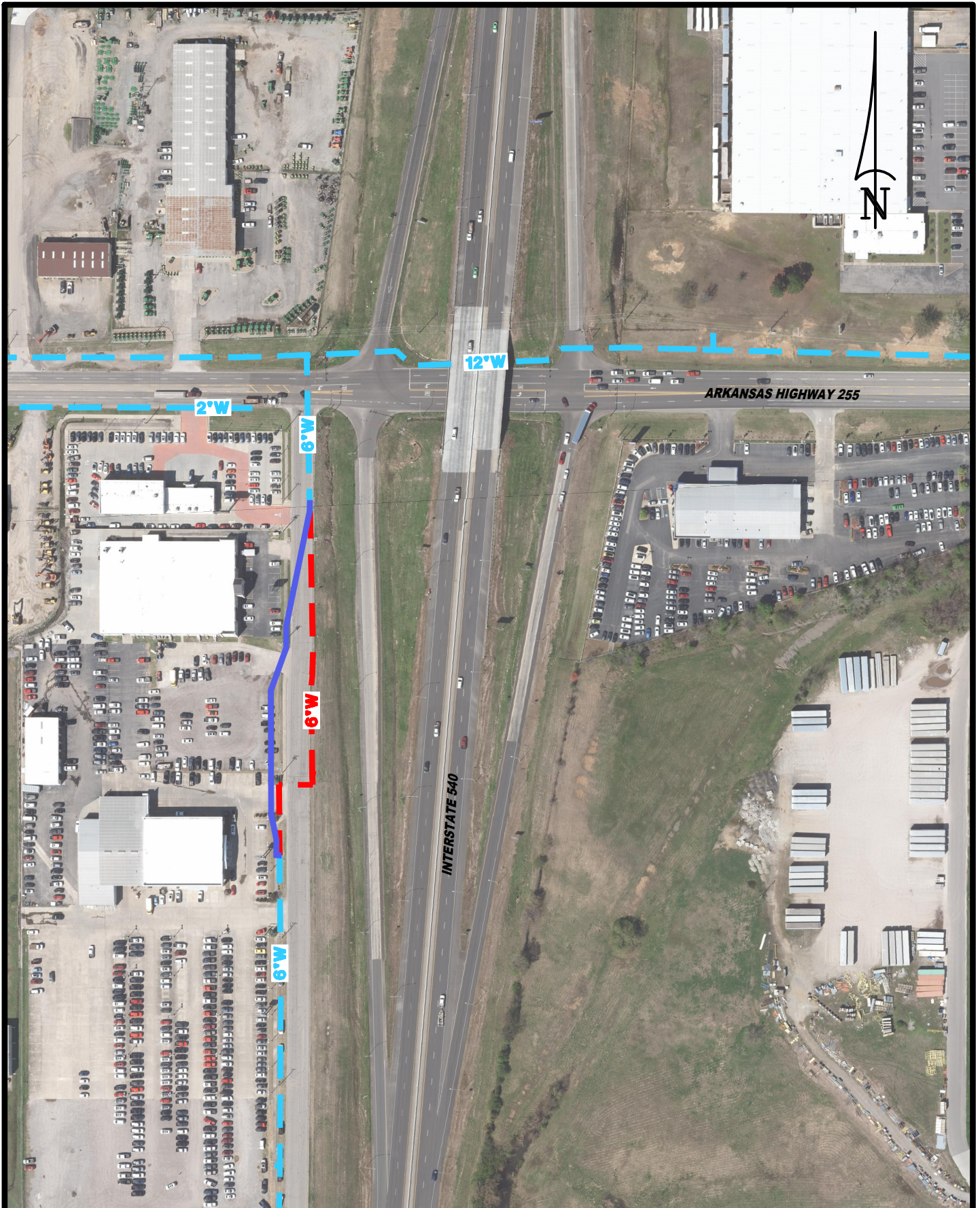
Bid Opening

07/10/2025
10:00 A.M.

Bids Received

Goodwin & Goodwin, Inc. Fort Smith, AR	\$370,325.75
Forsgren, Inc. Fort Smith, AR	\$466,040.00

Z:\23\23-10-EC1 I-540 & HIGHWAY 255 UTILITY RELOCATIONS FSW\DRAWINGS\LOCATION.DWG , 7/3/2025 10:13 AM, MATT WEIR, LAYOUT1



Van Buren | Fort Smith | Fayetteville | Little Rock
(479) 474-1227 | (479) 242-4685 | (479) 455-2206 | (501) 374-4846

www.hawkins-weir.com

I-540 / HIGHWAY 255 UTILITY RELOCATION

JULY 2025

SCALE: 1"=200'

23-10-EC1



July 15, 2025

Mr. Lance McAvoy, Director
City of Fort Smith Water Utilities
801 Carnall Avenue, Suite 500
Fort Smith, AR 72901

VIA EMAIL

Re: I-540 and Highway 255 Utility Relocation
Project No.: 23-10-C1

Dear Mr. McAvoy:

Enclosed, please find a copy of the certified bid tabulation for two (2) bids received on Thursday, July 10, 2025, on the referenced project. The low bid was submitted by Goodwin & Goodwin, Inc. for a total contract price of **\$370,325.75**, and the Engineer's estimate of the construction cost was **\$347,880.00**.

Regarding the award of a construction contract, the State of Arkansas is required to award contracts to the lowest responsible bidder, and municipalities seeking reimbursement under an ARDOT Utility Relocation Agreement must award contracts to the low bidder. We understand that should the City of Fort Smith choose to award the construction contract to the second low bidder, the State will only reimburse the construction costs up to the low bid. We have also made ARDOT aware of the past performance of the low bidder, and they have not raised any objections to the award.

Based on our correspondence with ARDOT and the bids received, we recommend that City of Fort Smith award a contract for the I-540 and Highway 255 Utility Relocation project to the low bidder, Goodwin & Goodwin, Inc. for a total contract price of **\$370,325.75**. We trust that this is satisfactory for your review and consideration. If you have any questions, or require any additional information, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

Larry E. Yancey, P.E.

LEY/acb

Enclosures: Certified Bid Tabulation for Project No. 23-10-C1



MEMORANDUM

TO: Mayor and Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 16, 2025
SUBJECT: Historic District Commission

SUMMARY

Debbie Kraus' term on the Historic District Commission expires on July 31, 2025. Ms. Karus is not interested in reappointment. The applicant is Edward Ward.

The Mayor makes the appointments; one appointment is needed. The new term will expire on July 31, 2028.

ATTACHMENTS

1. [20250722 Historic Distoric Commission.pdf](#)

HISTORIC DISTRICT COMMISSION

The commission is authorized to make an investigation and report on the historic significance of the buildings, structures, features, sites or surroundings included in any proposed historic district. The commission is also authorized to recommend an area or areas to be included in a historic district or districts and from time to time recommend amendments to established districts or additional districts.

Fort Smith has been designated a Certified Local Government (CLG) by the United States Department of Interior. One of the benefits of being a CLG is to be eligible for various grant funds each year. CLG's are required to attempt to appoint preservation related professionals to their Historic District Commissions, to extent available in the community.

The commission has five members, who are electors of the city, appointed by the **Mayor** subject to confirmation by the Board of Directors and each serves alternate three year terms.

Members shall be electors of the city and hold no salaried or municipal office. Regular meetings are the first Thursday of each month at 6:00 p.m. at the Darby Community Center. The study sessions are held the last Thursday of each month at 5:30 p.m., at the Darby Community Center, 220 North 7 Street.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Debbie Kraus Executive Director 2230 South Y Street (01) 479-651-0544 (h) debs.kraus2019@gmail.com	07/19/22	07/31/25
Nathaniel (Nate) Deason Architect 6310 Maplefield Dr (16) 479-200-2962 (h) ndeason@mahgarch.com	09/20/22	07/31/26
Robert J. Clock CPA 2710 South 80 Street (03) (562)-213-7332 clockcpa@gmail.com	07/16/19	07/31/26

Gary Duke
Supervisor
1115 Garrison Ave. (01)
561-3853 (h)
gddukeme3185@yahoo.com

09/20/22

07/31/27

Mila Masur
Executive Director
414 North 7 Street (01)
717-386-1551 (h)
783-3000 (w)
Milaanddan@yahoo.com

07/24/18

07/31/27

CITY OF FORT SMITH

Application for Boards /Committees / Commissions

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 06/04/2025

Name: Edward Ward

Home Telephone: (479) 739-5200

Home Address: 5900 Valley View Drive

Work Telephone: _____

Zip: 72916

Email: ar72916@pm.me

Occupation: Retired Attorney
(If retired, please indicate former occupation or profession)

Education: JD, BA

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Do you reside within the corporate boundaries of the city of Fort Smith? Yes Yes No _____

Are you a registered voter in the city of Fort Smith? Yes X No _____

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes Yes No _____ **Note:** "Yes" will not automatically preclude you from consideration.

If yes, please identify the offense and the approximate date.

Public Intoxication, circa 1971

Drivers License: _____ Date of Birth: _____

(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- | | |
|---|---|
| <input type="checkbox"/> Advertising & Promotion Commission | <input checked="" type="checkbox"/> Historic District Commission |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Housing Assistance Board |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Library Board of Trustees |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Board | <input type="checkbox"/> Mechanical Board of Adjustments and Appeals |
| <input type="checkbox"/> Audit Advisory Committee | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Building Board of Adjustment and Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Civil Service Commission (3 year residency required) | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Community Development Advisory Committee | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Public Facilities Board Advisory Committee |
| <input type="checkbox"/> Electric Code Board of Appeal | <input type="checkbox"/> Recycling Advisory Committee |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Sales Tax Review Committee |
| <input type="checkbox"/> Fort Smith Municipal Employees Benevolent Fund Board of Advisors | <input type="checkbox"/> Sebastian County Regional Solid Waste Management Board |
| <input type="checkbox"/> Future Fort Smith Committee | <input type="checkbox"/> Transit Advisory Commission |
| | <input type="checkbox"/> Water Advisory Committee |

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov



MEMORANDUM

TO: Mayor and Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 16, 2025
SUBJECT: Historic District Commission

SUMMARY

Debbie Kraus' term on the Historic District Commission expires on July 31, 2025. Ms. Karus is not interested in reappointment. The applicant is Edward Ward.

The Mayor makes the appointments; one appointment is needed. The new term will expire on July 31, 2028.

ATTACHMENTS

1. [20250722 Historic Distoric Commission.pdf](#)

HISTORIC DISTRICT COMMISSION

The commission is authorized to make an investigation and report on the historic significance of the buildings, structures, features, sites or surroundings included in any proposed historic district. The commission is also authorized to recommend an area or areas to be included in a historic district or districts and from time to time recommend amendments to established districts or additional districts.

Fort Smith has been designated a Certified Local Government (CLG) by the United States Department of Interior. One of the benefits of being a CLG is to be eligible for various grant funds each year. CLG's are required to attempt to appoint preservation related professionals to their Historic District Commissions, to extent available in the community.

The commission has five members, who are electors of the city, appointed by the **Mayor** subject to confirmation by the Board of Directors and each serves alternate three year terms.

Members shall be electors of the city and hold no salaried or municipal office. Regular meetings are the first Thursday of each month at 6:00 p.m. at the Darby Community Center. The study sessions are held the last Thursday of each month at 5:30 p.m., at the Darby Community Center, 220 North 7 Street.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Debbie Kraus Executive Director 2230 South Y Street (01) 479-651-0544 (h) debs.kraus2019@gmail.com	07/19/22	07/31/25
Nathaniel (Nate) Deason Architect 6310 Maplefield Dr (16) 479-200-2962 (h) ndeason@mahgarch.com	09/20/22	07/31/26
Robert J. Clock CPA 2710 South 80 Street (03) (562)-213-7332 clockcpa@gmail.com	07/16/19	07/31/26

Gary Duke
Supervisor
1115 Garrison Ave. (01)
561-3853 (h)
gddukeme3185@yahoo.com

09/20/22

07/31/27

Mila Masur
Executive Director
414 North 7 Street (01)
717-386-1551 (h)
783-3000 (w)
Milaanddan@yahoo.com

07/24/18

07/31/27

CITY OF FORT SMITH

Application for Boards /Committees / Commissions

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 06/04/2025

Name: Edward Ward

Home Telephone: (479) 739-5200

Home Address: 5900 Valley View Drive

Work Telephone: _____

Zip: 72916

Email: ar72916@pm.me

Occupation: Retired Attorney
(If retired, please indicate former occupation or profession)

Education: JD, BA

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Do you reside within the corporate boundaries of the city of Fort Smith? Yes Yes No _____

Are you a registered voter in the city of Fort Smith? Yes X No _____

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes Yes No _____ **Note:** "Yes" will not automatically preclude you from consideration.

If yes, please identify the offense and the approximate date.

Public Intoxication, circa 1971

Drivers License: _____ Date of Birth: _____

(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- | | |
|---|---|
| <input type="checkbox"/> Advertising & Promotion Commission | <input checked="" type="checkbox"/> Historic District Commission |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Housing Assistance Board |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Library Board of Trustees |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Board | <input type="checkbox"/> Mechanical Board of Adjustments and Appeals |
| <input type="checkbox"/> Audit Advisory Committee | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Building Board of Adjustment and Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Civil Service Commission (3 year residency required) | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Community Development Advisory Committee | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Public Facilities Board Advisory Committee |
| <input type="checkbox"/> Electric Code Board of Appeal | <input type="checkbox"/> Recycling Advisory Committee |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Sales Tax Review Committee |
| <input type="checkbox"/> Fort Smith Municipal Employees Benevolent Fund Board of Advisors | <input type="checkbox"/> Sebastian County Regional Solid Waste Management Board |
| <input type="checkbox"/> Future Fort Smith Committee | <input type="checkbox"/> Transit Advisory Commission |
| | <input type="checkbox"/> Water Advisory Committee |

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 16, 2025
SUBJECT: Appointment: Port Authority

SUMMARY

Larry Combs' term on the Port Authority expires on July 31, 2025. Mr. Combs is interested in reappointment. No other applications received.

The Mayor makes the appointments; one appointment is needed. The new term will expire on July 31, 2030.

ATTACHMENTS

1. [Port Authority Appointment 20250722.pdf](#)

PORT AUTHORITY

The Port Authority consists of five qualified electors of the city, appointed by the Mayor and each serves alternate five year terms. The authority meets on call.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
Charles Lane Assistant Treasurer 1219 Elizabeth Lane (03) 430-0711(h) 471-6680 (w) chad.lane@usa-truck.com	07/18/17	07/31/27
Dustin Collyge 2321 Skye Road (08) 462- (h) 800-688-0616 (w) dcollyge@maverickusa.com	02/19/13	07/31/28
Phillip W. Doss EVP/Commercial Lending 6311 Hickory Lane (16) 739-8782 (h) 478-4311 (w) Philip.doss@ozk.com	07/15/14	07/31/29
Larry J. Combs 3016 Royal Scots Way (08) 806-4771 (h) 788-6343 (w) Larry.combs@apac.com	06/21/11	07/31/25
Eddie Norman Sales 3415 South 29 Circle (01) 646-9602 (h) 646-7331 (w) Eddie.norman@ryerson.com	08/21/01	07/31/26



CITY OF FORT SMITH

Application for Boards /Committees / Commissions

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: June 5, 2025

Name: Larry J. Combs

Home Telephone: 479-806-4771

Home Address: 3016 Royal Scots Way

Work Telephone: 479-788-6343

Zip: 72908

Email: _____

Occupation: Sales Manager River Valley-Arkholia Sand & Gravel Company

(If retired, please indicate former occupation or profession)

Education: High School, Attended UCA College In Conway, Attended Draughon Business School

Professional and/or Community Activities: Member of the Board Western Arkansas Intermodel Authority, , Board Member of

The Community Development Board, On The Alumni Board of Girls Inc.

Additional Pertinent Information/References: Lived In Fort Smith 37 Years.

Do you reside within the corporate boundaries of the city of Fort Smith? Yes Yes No _____

Are you a registered voter in the city of Fort Smith? Yes Yes No _____

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes _____ No No **Note:** "Yes" will not automatically preclude you from consideration.

If yes, please identify the offense and the approximate date.

Drivers License _____

Date of Birth: _____

(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- | | |
|---|---|
| <input type="checkbox"/> Advertising & Promotion Commission | <input type="checkbox"/> Historic District Commission |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Housing Assistance Board |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Library Board of Trustees |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Board | <input type="checkbox"/> Mechanical Board of Adjustments and Appeals |
| <input type="checkbox"/> Audit Advisory Committee | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Building Board of Adjustment and Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Civil Service Commission (3 year residency required) | <input checked="" type="checkbox"/> Port Authority |
| <input type="checkbox"/> Community Development Advisory Committee | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Public Facilities Board Advisory Committee |
| <input type="checkbox"/> Electric Code Board of Appeal | <input type="checkbox"/> Recycling Advisory Committee |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Sales Tax Review Committee |
| <input type="checkbox"/> Fort Smith Municipal Employees Benevolent Fund Board of Advisors | <input type="checkbox"/> Sebastian County Regional Solid Waste Management Board |
| <input type="checkbox"/> Future Fort Smith Committee | <input type="checkbox"/> Transit Advisory Commission |
| | <input type="checkbox"/> Water Advisory Committee |
| | <input type="checkbox"/> Utility Advisory Committee |

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Jessica Underwood, Executive Assistant
DATE: July 16, 2025
SUBJECT: Appointment - Property Owners Appeals Board

SUMMARY

There are two vacancies on the Property Owners Appeals Board. The only applicant is Pete Hanham

The Board of Directors makes the appointment; one appointment is needed. The term will expire on July 14, 2029.

ATTACHMENTS

1. [Property Owner Appeal Board - Appointment 20250722.pdf](#)

PROPERTY OWNERS APPEAL BOARD

The Property Owners Appeals Board was established by the Board of Directors April 15, 1997 to review city ordinances relative to clean up lands for the purpose of making recommendations to the Board of Directors concerning amendments thereto, and to hear appeals of delinquent property owners charged by the city for abatement costs who feel themselves aggrieved by action of the city.

The board consist of five persons appointed by the Board of Directors who, following initial staggered terms, will serve five year terms of office. The board shall meet to hear appeals twice annually during the month of September, and may meet for other purposes as well. Meetings are scheduled for the second Monday of each month at 11:00 a.m. in the "Planning Conference Room" at 623 Garrison Avenue, room 326.

	<u>Date Appointed</u>	<u>Term Expires</u>
Justin Sparrow 7610 Oxford Place (03) 479-754-7475 Justinsparrow2000@yahoo.com	11/17/20	07/14/28
Bobbie Woodard Andrews (vacant) 3216 Blair Ave #3 (04) 769-4813 shakeyJns1958@gmail.com	07/17/19	07/14/24
Karen Lewis Accountant 5620 Free Ferry Road (03) 629-7665 (h) klewis@hankinscpafirm.com	08/18/21	07/14/29
Megan Raynor 504 Lecta (01) 420-1910 (h) 782-8808 (w) mraynor@hannaoilandgas.com	06/15/10	07/14/30
Jack Swink (vacant) 9816 Jenny Lind Road (08) 414-3200 Swinkinc1@gmail.com	07/21/20	07/14/25

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CITY OF FORT SMITH

Application for Boards /Committees / Commissions

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 2025-06-25
Name: Pete Hanham Home Telephone: 479-221-1991
Home Address: 3 Free Ferry Hts, FS, AR 72903 Work Telephone: _____
Zip: 72903 Email: phanham@gmail.com

Occupation: IT - Senior Business Solutions Analyst (ArcBest Technologies)
(If retired, please indicate former occupation or profession)

Education: BS - Mgmt of Info Sys, Oklahoma State University

Professional and/or Community Activities: Fort Smith Comprehensive Plan Steering Committee member

Additional Pertinent Information/References: _____
Fort Smith resident/home owner for 25 years

Do you reside within the corporate boundaries of the city of Fort Smith? Yes X No _____

Are you a registered voter in the city of Fort Smith? Yes X No _____

Note: Copy of voter registration card must be attached to this application.

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes _____ No X *Note: "Yes" will not automatically preclude you from consideration.*

If yes, please identify the offense and the approximate date.

Drivers License _____ Date of Birth: _____
(This information will be used to conduct a criminal background check of all applicants).

Please select the board(s), committee(s), or commission(s) on which you would like to serve:

- | | |
|---|---|
| <input type="checkbox"/> Advertising & Promotion Commission | <input type="checkbox"/> Historic District Commission |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Housing Assistance Board |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Library Board of Trustees |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Board | <input type="checkbox"/> Mechanical Board of Adjustments and Appeals |
| <input type="checkbox"/> Audit Advisory Committee | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Building Board of Adjustment and Appeals | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Civil Service Commission <i>(3 year residency required)</i> | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Community Development Advisory Committee | <input checked="" type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Public Facilities Board Advisory Committee |
| <input type="checkbox"/> Electric Code Board of Appeal | <input type="checkbox"/> Recycling Advisory Committee |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | <input type="checkbox"/> Sales Tax Review Committee |
| <input type="checkbox"/> Fort Smith Municipal Employees Benevolent Fund Board of Advisors | <input type="checkbox"/> Sebastian County Regional Solid Waste Management Board |
| <input type="checkbox"/> Future Fort Smith Committee | <input type="checkbox"/> Transit Advisory Commission |
| | <input type="checkbox"/> Water Advisory Committee |

Please return this form to Jessica Underwood, P.O. Box 1908, Fort Smith, AR 72902
junderwood@fortsmithar.gov

City of Fort Smith - Director Request to Add Item to the July 22, 2025 Regular Meeting Agenda

Fort Smith, Arkansas sent this bulletin at 07/16/2025 07:15 PM CDT

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Director Request to Add Item to the July 22, 2025 Regular Meeting Agenda

MEDIA NOTIFICATION **July 16, 2025**

At approximately 3:23 p.m., Director Lee Kemp contacted the City Clerk's Office and requested an additional item be added to the already scheduled Executive Session on the July 22, 2025 regular meeting agenda, the item being as follows:

- Interview candidate for Director of Internal Audit

Director Kemp specifically requested the candidate's name be provided; therefore, the candidate to be interviewed is Jason Mitchell.

Such request requires the concurrence of four (4) directors; therefore, all remaining members of Board were contacted with several voicemails required. Ultimately, Directors Jarred Rego, Andre' Good, and Neal Martin concurred with the request.

Although concurrence was already attained, Director Settle also concurred with the item placement. Director George Catsavis did not concur with the request and Director Christina Catsavis could not be reached.

Due to the noted concurrence and as requested, the above item will be added to the Executive Session already scheduled on the July 22, 2025 regular meeting agenda.

The Agenda Board Packet for the July 22, 2025 regular meeting will be uploaded to the City of Fort Smith website and distributed all interested parties on Thursday, July 17, 2025. Once uploaded, notice of same will be provided in like-manner.

Sherri Gard, MMC
City Clerk
479-784-2207
sgard@fortsmithar.gov

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