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
May 19, 2026 ~ 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:
http://www.fortsmithar.gov/watch

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 MAY 5, 2026 REGULAR MEETING

PRESENTATION
Proclamation for Public Works Week *(May 17-23, 2026 / 2026 Theme: "Rooted in Service, Powered by Community") (City Administrator)*

CITIZENS FORUM

ITEMS OF BUSINESS

1. Items regarding petition to change to Mayor-Council form of government:

   A. Ordinance presenting a petition to the Mayor calling for a special election to consider a change to the form of government of the City of Fort Smith *(November 9, 2027) ~ Rego/Good placed on agenda at the May 12, 2026 study session ~ (City Administrator)*

B. Ordinance presenting a petition to the Mayor calling for a special election to consider a change to the form of government of the City of Fort Smith *(November 3, 2026) ~ Martin/C. Catsavis placed on agenda at the May 12, 2026 study session ~ (City Administrator)*

2. Resolution authorizing partial payment to Krapff-Reynolds Construction Company for construction of the 2017 SSA Remedial Measures, Sub-Basin MC06, Project No. 19-15-C1 *($1,102,843.20 / Budgeted / Engineering-Utilities -2025 Sales and Use Tax Bonds) (Engineering*) ♦ ●

3. Resolution accepting the bid of and authorizing the Mayor to execute a contract with Inliner Solutions, LLC for construction of the 2016 SSA Remedial Measures, Sub-Basin P008, Phase 1, Project No. 17-13-C1 *($6,857,019.47 /Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

4. Resolution authorizing the Mayor to execute an agreement with Hawkins-Weir Engineers, Inc. for providing engineering services associated with the 2016 SSA Remedial Measures, Sub-Basin P008, Phase 1, Project No. 17-13-EC1 *($585,600.00 / Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

5. Resolution authorizing the Mayor to execute an agreement with Garver, LLC for providing engineering services associated with the Massard Water Reclamation Facility Improvements, Project No. 25-15-ED1 *($8,575,000.00 /Budgeted / Engineering-Utilities – 2025 Sales and Use Tax Bonds) (Engineering)* ♦ ●

6. Consent Agenda

A. Resolution approving and authorizing the Mayor to execute a Friendship Pact with the City of Lask, Poland *(City Administrator)*

B. Resolution authorizing the Acting City Administrator to submit a Notice of Intent to the Arkansas Division of Emergency Management for the 2026 Arkansas Hazard Mitigation Grant Program-Mill Creek Bank Stabilization Project *(City Administrator)*

C. Resolution authorizing the Acting City Administrator to submit a Notice of Intent to the Arkansas Division of Emergency Management for the 2026 Arkansas Hazard Mitigation Grant Program-Riverbank Stabilization Project *(City Administrator)*

D. Resolution authorizing the Mayor to execute a contract with Russell Exterior, LLC for the Miss Laura's Brothel Museum Siding Replacement Project *($124,450.00 / Budgeted / Miss Laura's – General Fund) (Citizen Services)*

E. Resolution granting a temporary revocable license for the placement of a wall, landscaping, and sign in a public utility easement and authorizing the Mayor to execute the agreement *(5416 South X Street) (Planning)*

F. Resolution accepting the revised bid for the purchase of a sewer camera truck for the Public Works Department *($317,972.81 / Budgeted / Public Works – Water and Sewer Operating Fund) (Public Works)* ♦

G. Resolution authorizing the Acting City Administrator to submit an application to the FY26 Safe Streets and Roads For All Grant Program administered by the United States Department of Transportation *(RVCC 911 Facility) (Public Safety Communications)*

H. Resolution authorizing the Acting City Administrator to submit an application to the FY25 Rural Law Enforcement Violent Crime Reduction Initiative Grant Program administered by the United States Department of Justice *(Public Safety Communications)*

OFFICIALS FORUM - presentation of information requiring no official action

- Mayor
- Directors
- City Administrator

ADJOURN

Memo

To: Honorable Mayor & Members of the Board of Directors

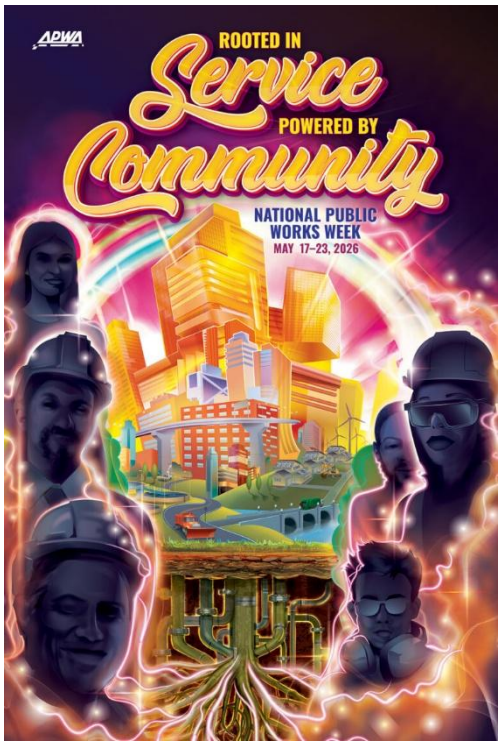
From: Jeff Dingman, Acting City Administrator

Date: 5/11/2026

Re: Public Works Week, May 17-23, 2026

The week of May 17 - May 23, 2026 is recognized as National Public Works Week by the American Public Works Association (APWA). Mayor McGill will be proclaiming this period as Public Works Week in Fort Smith.

This year's theme for the week is **"Rooted in Service, Powered by Community"** acknowledging that the roots of services run deep in public works. Public works innovations help communities evolve into places where people can lead lives of purpose and possibility. Some work – like building roads and bridges – is highly visible, while other public works contributions – like maintaining water and sewer systems – are sometimes hidden from view. Together these efforts form the foundation of thriving communities, reminding us that every project, seen or unseen, powers the connection between service and the people it supports.



The Mayor's proclamation provides an opportunity to recognize the importance of street, water & sewer, solid waste, stormwater, parks, public transit, and capital project management in the everyday lives of the citizens in our community. Through floods, tornados, pandemics and freezing weather, the City of Fort Smith departments providing these essential services are challenged every day.

An employee appreciation picnic is held each year during Public Works Week. This year's picnic will be on Wednesday May 20 from 11am to 1:30 at the River Park Events Building. The Mayor, Board of Directors, and the public are invited to attend.

Please join me in recognizing the city employees who provide high-quality essential public works services 365 days each year.

City of Fort Smith ARKANSAS

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

CC: Jerry Canfield; Colby Roe

FROM: Jeff Dingman, Acting City Administrator

DATE: May 14, 2026

SUBJECT: Items regarding petition to change to Mayor-Council form of government

SUMMARY

At the May 12 study session, the Board heard presentation and had discussion of the process involved in petitioning to change the form of municipal government in the City of Fort Smith under Arkansas state law. A petition to change the form of government may be presented to the Mayor either by petition of the electors or by ordinance of the governing body.

Stemming from that discussion and by two separate actions, the Board placed two items on the agenda for the May 19 regular meeting.

First, Board members placed an ordinance to present a petition to the Mayor calling for a special election to consider a change to the form of government of the City of Fort Smith, Arkansas to be held on November 9, 2027.

Second, Board members placed an ordinance to present a petition to the Mayor calling for a special election to consider a change to the form of government of the City of Fort Smith, Arkansas to be held on November 3, 2026.

The two items are attached and presented as 1.A & 1.B, listed in the order they were presented.

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

ORDINANCE NO. _____

AN ORDINANCE PRESENTING A PETITION TO THE MAYOR CALLING FOR A SPECIAL ELELCTION TO CONSIDER A CHANGE TO THE FORM OF GOVERNMENT OF THE CITY OF FORT SMITH, ARKANSAS

WHEREAS, Arkansas Code Annotated § 14-48-105 authorizes the board of directors in a city administrator form of municipal government to present a petition to the mayor calling for an election to consider any other form of municipal government authorized by the laws of this state; and,

WHEREAS, the Board of Directors desire to present a petition, by enactment of this Ordinance, to the Mayor to call for a special election on the proposition of changing the form of the government of the City of Fort Smith, Arkansas from the city administrator form of municipal government to the mayor-council form of municipal government.

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

In accordance with Arkansas Code Annotated § 14-48-105(b)(1)(A)(ii), the Board of Directors presents the following Petition Calling for a Special Election to Consider a Change in the Form of Government of the City of Fort Smith, Arkansas to the Honorable Mayor of the City of Fort Smith, Arkansas:

PETITION CALLING FOR A SPECIAL ELECTION TO CONSIDER A CHANGE IN THE FORM OF GOVERNMENT OF THE CITY OF FORT SMITH, ARKANSAS

1. We, the Board of Directors of the City of Fort Smith, Arkansas, present this Petition calling for a special election on the proposition of changing the form of government of the City of Fort Smith, Arkansas from the city-administrator form of municipal government to the mayor-council form of municipal government. The term "mayor-council form of municipal government" is intended to refer to that form of government of a municipality operating under the control of a municipal council under Arkansas Code Annotated § 14-43-201 et seq.

2. As required by Arkansas Code Annotated § 14-48-105(b)(2)(A)(i), the Mayor, by proclamation in accordance with Arkansas Code Annotated § 7-11-201 et seq., shall submit the proposition of organization of the City of Fort Smith, Arkansas under the mayor-council form of municipal government at a special election to be held at a time stated in the proclamation. We request such special election be held on November 9, 2027.

3. The question of approving or rejecting the proposition presented by this Petition shall be placed on the ballot in substantially the following form:

"A PROPOSITION TO ORGANIZE THE CITY OF FORT SMITH, ARKANSAS UNDER THE MAYOR-COUNCIL FORM OF MUNICIPAL GOVERNMENT

FOR the proposition to organize the City of Fort Smith, Arkansas under the mayor-council form of municipal government……..☐

AGAINST the proposition to organize the City of Fort Smith, Arkansas under the mayor-council form of municipal government…….. ☐"

4. The Mayor should take all necessary actions in accordance with Arkansas law to submit the proposition presented herein to the electors of the City of Fort Smith on the date of the special election set forth above.

PASSED AND APPROVED THIS _____ DAY OF MAY, 2026.

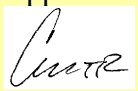
ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:



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Publish One Time

ORDINANCE NO. _____

AN ORDINANCE PRESENTING A PETITION TO THE MAYOR CALLING FOR A SPECIAL ELELCTION TO CONSIDER A CHANGE TO THE FORM OF GOVERNMENT OF THE CITY OF FORT SMITH, ARKANSAS

WHEREAS, Arkansas Code Annotated § 14-48-105 authorizes the board of directors in a city administrator form of municipal government to present a petition to the mayor calling for an election to consider any other form of municipal government authorized by the laws of this state; and,

WHEREAS, the Board of Directors desire to present a petition, by enactment of this Ordinance, to the Mayor to call for a special election on the proposition of changing the form of the government of the City of Fort Smith, Arkansas from the city administrator form of municipal government to the mayor-council form of municipal government.

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

In accordance with Arkansas Code Annotated § 14-48-105(b)(1)(A)(ii), the Board of Directors presents the following Petition Calling for a Special Election to Consider a Change in the Form of Government of the City of Fort Smith, Arkansas to the Honorable Mayor of the City of Fort Smith, Arkansas:

PETITION CALLING FOR A SPECIAL ELECTION TO CONSIDER A CHANGE IN THE FORM OF GOVERNMENT OF THE CITY OF FORT SMITH, ARKANSAS

1. We, the Board of Directors of the City of Fort Smith, Arkansas, present this Petition calling for a special election on the proposition of changing the form of government of the City of Fort Smith, Arkansas from the city-administrator form of municipal government to the mayor-council form of municipal government. The term "mayor-council form of municipal government" is intended to refer to that form of government of a municipality operating under the control of a municipal council under Arkansas Code Annotated § 14-43-201 et seq.

2. As required by Arkansas Code Annotated § 14-48-105(b)(2)(A)(i), the Mayor, by proclamation in accordance with Arkansas Code Annotated § 7-11-201 et seq., shall submit the proposition of organization of the City of Fort Smith, Arkansas under the mayor-council form of municipal government at a special election to be held at a time stated in the proclamation. We request such special election be held on November 3, 2026.

3. The question of approving or rejecting the proposition presented by this Petition shall be placed on the ballot in substantially the following form:

"A PROPOSITION TO ORGANIZE THE CITY OF FORT SMITH, ARKANSAS UNDER THE MAYOR-COUNCIL FORM OF MUNICIPAL GOVERNMENT

FOR the proposition to organize the City of Fort Smith, Arkansas under the mayor-council form of municipal government……☐

AGAINST the proposition to organize the City of Fort Smith, Arkansas under the mayor-council form of municipal government……☐"

4. The Mayor should take all necessary actions in accordance with Arkansas law to submit the proposition presented herein to the electors of the City of Fort Smith on the date of the special election set forth above.

PASSED AND APPROVED THIS _____ DAY OF MAY, 2026.

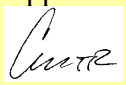
ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

Approved as to form:



_____
Publish One Time

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: May 6, 2026

SUBJECT: Partial Payment No. Four to Krapff-Reynolds Construction Company for the 2017 SSA Remedial Measures, Sub-Basin MC06, Project No. 19-15-C1

SUMMARY

On November 4, 2025, the Board of Directors approved the bid of Krapff-Reynolds Construction Company in the amount of $9,096,780.50, with a completion date of February 4, 2027 (R-181-25). The scope of this Consent Decree project includes the rehabilitation or replacement of approximately 160 sanitary sewer manholes and 17,950 linear feet of 8-inch and 12-inch diameter sanitary sewer line by conventional open cut installation, pipe bursting, and cured-in-place pipe lining. An exhibit showing the location of the project and project summary are attached for your review.

A Resolution authorizing the approval of Pay Application No.4 as a partial payment to Krapff-Reynolds Construction Company in the amount of $1,102,843.20 is attached. This project is almost 40% complete and funding is available through the 2025 Sales and Use Tax Bonds.

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. 5-19-26_Item_ID_2740_Resolution_Engineering-Utilities.pdf
2. 5-19-26 Item ID 2740 Attachment Engineering-Utilities.pdf

FISCAL IMPACT: *$1,102,843.20*

BUDGET INFORMATION: *Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING PARTIAL PAYMENT TO KRAPFF-REYNOLDS CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE 2017 SSA REMEDIAL MEASURES, SUB-BASIN MC06, PROJECT NO. 19-15-C1

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

Payment in the amount of $1,102,843.20 for Periodic Pay Estimate Four to Krapff-Reynolds Construction Company is hereby approved for the construction of the 2017 SSA Remedial Measures, Sub-Basin MC06, Project No. 19-15-C1.

This Resolution adopted this _____ day of _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____npr

Project Summary

Project Name:
2017 SSA Remedial Measures - Sub-Basin MC06

Project Status:
In Progress

Project Number:
19-15-C1

Today's Date:
May 7, 2026

Project Engineer:
Tyler Eldridge

Staff Contact Name:
Todd Mittge

Project Contractor:
Krapff-Reynolds Construction Company

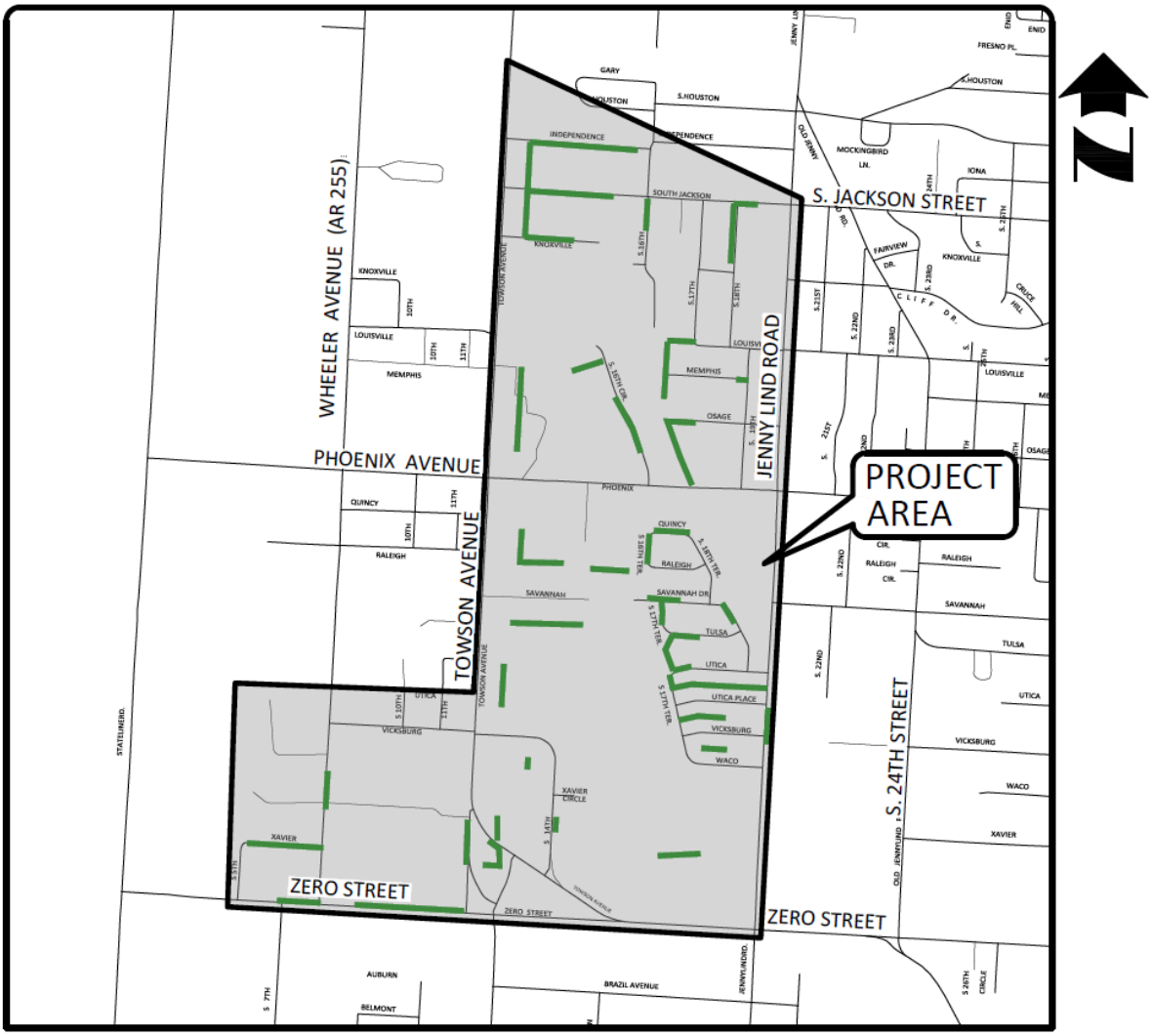
Staff Contact Phone:
(479) 784-2247

Notice to Proceed Issued:
1/5/2026

Contact Breakdown		
	Dollar Amount	Contract Time (Days)
Original Contract Amount:	$9,096,780.50	395
Change Order(#1):		
Change Order(#2):		
Total Change Orders:	$0.00	0
Adjusted Contract:	**$9,096,780.50**	**395**

Contract Payment Breakdown		
	Dollar Amount	
Adjusted Contract Amount:	$9,096,780.50	
Retainage:	$181,615.02	
Previous Payments:	$2,347,842.07	
Current Payment Amount:	$1,102,843.20	
Contract Remaining:	**$5,464,480.21**	

Final Comments:
Payment is for items associated with open cut sewer replacement, pipe bursting, CIPP lining, and sanitary sewer service installation.



LOCATION MAP



HDPE Pipe with Tracer Wire and Service Cleanout



Bursting Head and HDPE Pipe following Pipe Burst



Manhole Concrete Cap and Asphalt Deep Patch

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: May 7, 2026

SUBJECT: 2016 SSA Remedial Measures, Sub-Basin P008-Phase 1, Project No. 17-13-C1

SUMMARY

This project is Phase I of a project originally bid and submitted to the board for approval on November 4, 2025. The Board rejected the low bid of $17,741,676.50 as it was significantly higher than the Engineer's estimate of $11,084,400.00. The Board then directed staff to divide the project into two phases and rebid the projects.

This Consent Decree project includes the rehabilitation or replacement of approximately 100 sanitary sewer manholes and 15,000 linear feet of 8-inch and 12-inch diameter sanitary sewer line by conventional open cut installation, pipe bursting, and cured-in-place pipe lining. An exhibit showing the location of the project is attached.

A total of six (6) bids were received for this project. The low bid for the project was submitted by Inliner Solutions, LLC, in the amount of $6,857,019.47 and for a contract time of 450 days. Inliner Solutions, LLC's bid for Phase I is a 40% savings over the original bid's Phase I portion. The Engineer's estimate was $9,819,715.00. A bid tabulation showing the bidders and their bid amounts is attached.

The attached Resolution authorizes the Mayor to execute a Contract with Inliner Solutions, LLC in the amount of $6,857,019.47 and for a contract time of 450 days.

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. 5-19-26_Item_ID_2741_Resolution_Engineering-Utilities.pdf
2. 5-19-26 Item ID 2741 Attachment Engineering-Utilities.pdf

FISCAL IMPACT:	*$6,857,019.47 and 450 days*
BUDGET INFORMATION:	*Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO._____

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH INLINER SOLUTIONS, LLC FOR THE CONSTRUCTION OF THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN P008-PHASE ONE, PROJECT NO. 17-13-C1

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

SECTION 1: The bid of Inliner Solutions, LLC, for the construction of the 2016 SSA Remedial Measures, Sub-Basin P008-Phase One, Project No. 17-13-C1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute a contract with Inliner Solutions, LLC in the amount of $6,857,019.47 and for a contract period of 450 days, for performing said construction.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026.

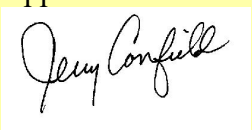
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



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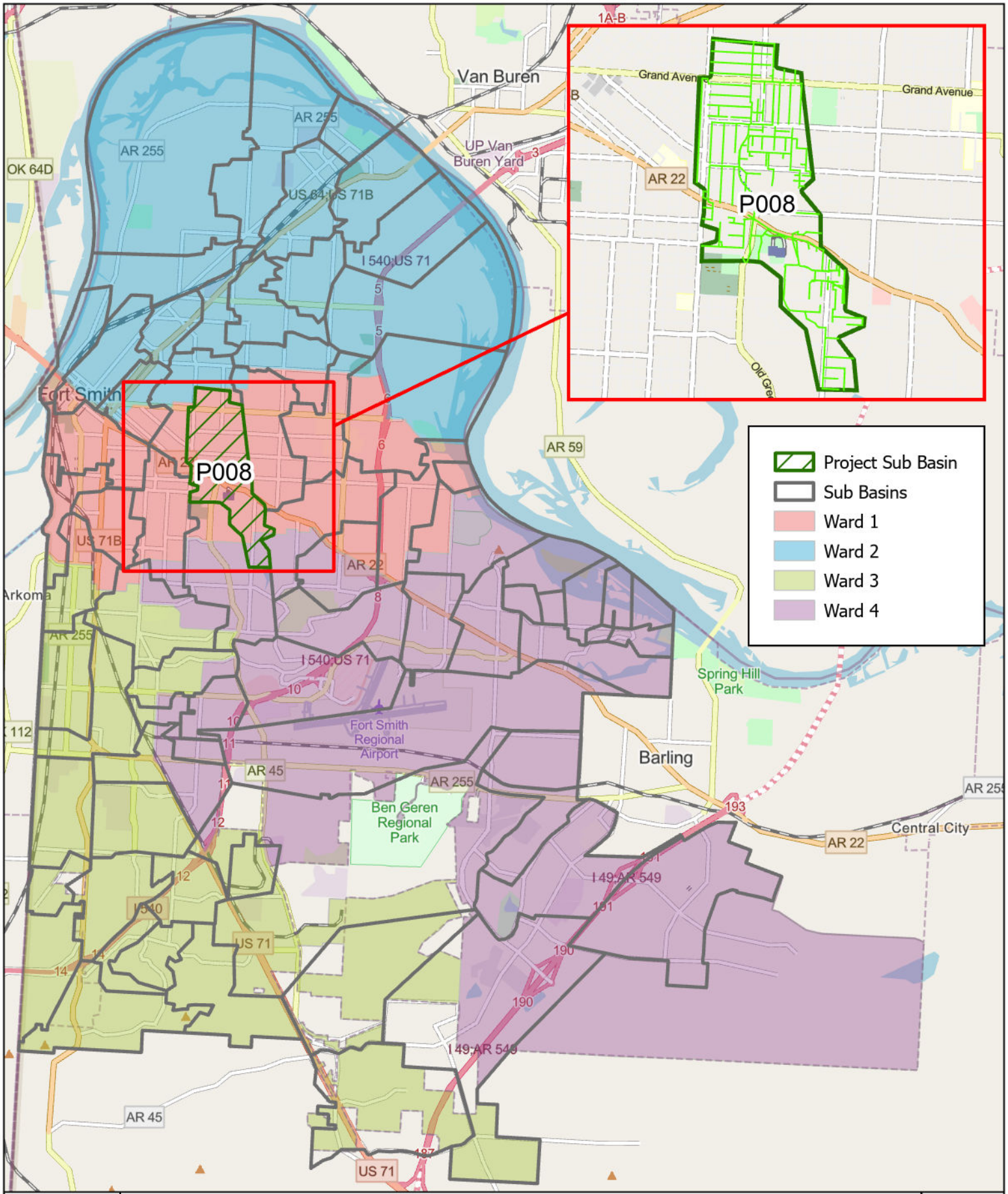
Bid Tabulation Sheet

Project Name
2016 SSA Remedial Measures – Sub-Basin P008 Phase I
17-13-C1

Bid Opening
April 23, 2026
10:00 A.M.

Bids Received

Inliner Solutions, LLC Orleans, IN	$6,857,019.47
Timco Blasting & Coatings, Inc. Bristow, OK	$7,888,461.25
Crawford Construction Company Fort Smith, AR	$8,078,303.00
Krapff-Reynolds Construction Company Oklahoma City, OK	$8,694,765.00
Goodwin & Goodwin, Inc. Fort Smith, AR	$11,282,526.00
Morgan Contracting, Inc. Knoxville, TN	$11,650,004.00

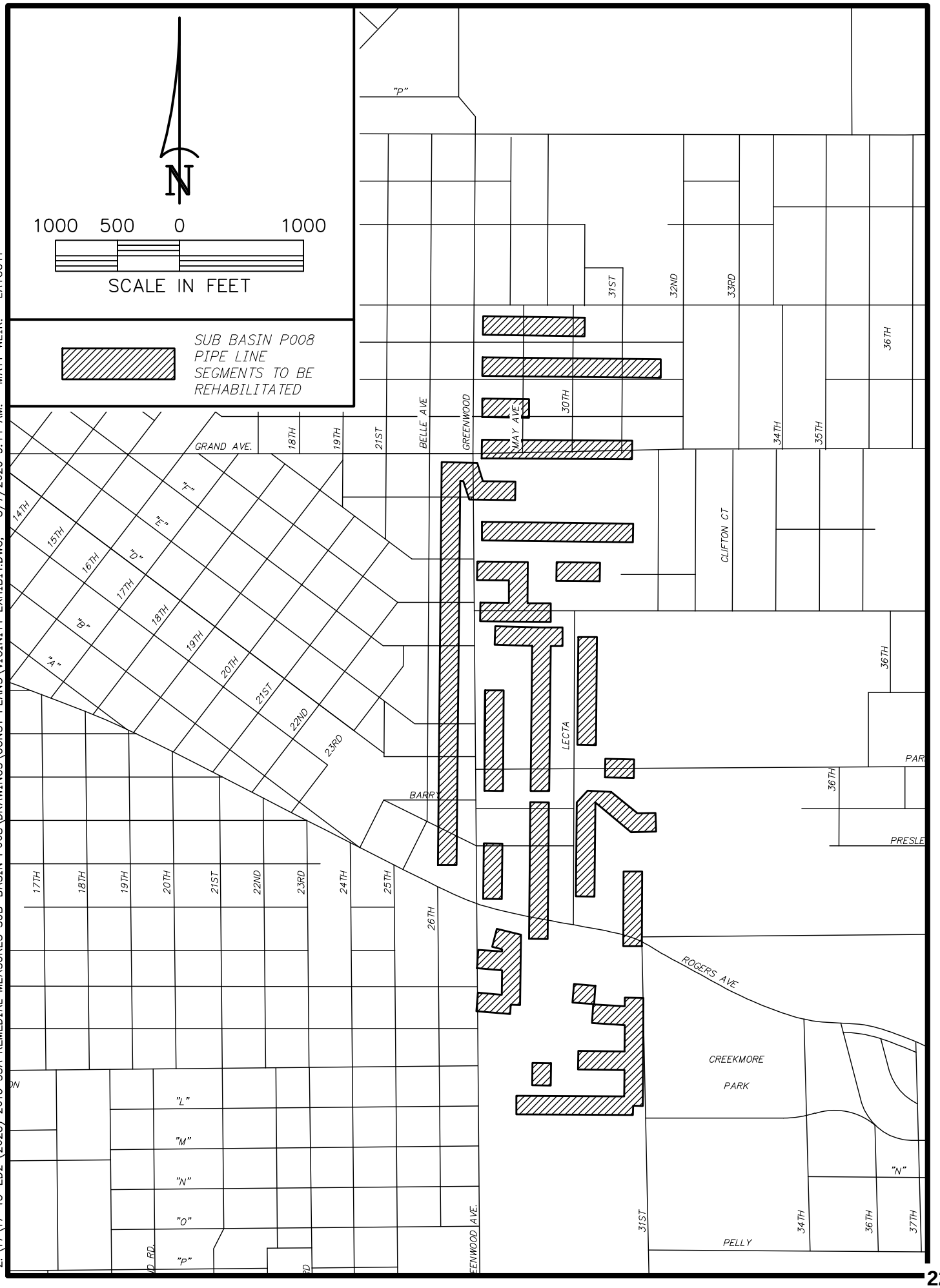


Sub-Basin

P008

17-13 - 2016 SSA Remedial Measures - Sub-Basin P008

Total Main Line Length in Project - 15,000 LF 100 Manholes



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\DRAWINGS\CONST PLANS\VICINITY EXHIBIT.DWG, 5/7/2026 9:14 AM. MATT WEIR. LAYOUT1

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: May 7, 2026

SUBJECT: 2016 SSA Remedial Measures, Sub-Basin P008-Phase 1, Project No. 17-13-EC1

SUMMARY

This Consent Decree project includes the rehabilitation or replacement of approximately 100 sanitary sewer manholes and 15,000 linear feet of 8-inch and 12-inch diameter sanitary sewer line by conventional open cut installation, pipe bursting, and cured-in-place pipe lining. An exhibit showing the location of the project is attached.

Hawkins-Weir Engineers, Inc. has been selected to provide Professional Engineering Services on this project. A copy of the consultant selection form for this project is attached.

Hawkins-Weir Engineers, Inc. has submitted a proposal for Professional Engineering Services on this project in the amount of $585,600.00. The scope of services includes review of submittals; assistance with the preparation of field orders and change orders; full-time construction observation for the duration of the construction phase; attendance at project meetings; and preparation of record drawings. A copy of their proposal is included as Exhibit A in the attached Agreement for Professional Services.

The attached Resolution authorizes the Mayor to execute an agreement with Hawkins-Weir Engineers, Inc. in the amount of $585,600.00, with a total agreement duration of 450 calendar days.

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. 5-19-26_Item_ID_2742_Resolution_Engineering-Utilities.pdf
2. 5-19-26_Item_ID_2742_Attachment_Engineering-Utilities.pdf

FISCAL IMPACT:	*$585,600.00 and 450 days*
BUDGET INFORMATION:	*Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. FOR PROVIDING ENGINEERING SERVICES ASSOCIATED WITH THE 2016 SSA REMEDIAL MEASURES, SUB-BASIN P008-PHASE 1, PROJECT NO. 17-13-EC1

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

SECTION 1: An agreement with Hawkins-Weir Engineers, Inc. for providing engineering services associated with the 2016 SSA Remedial Measures, Sub-Basin P008-Phase 1, Project No.17-13-EC1 is hereby approved.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute an Agreement for professional services with Hawkins-Weir Engineers, Inc. in the amount of $585,600.00 and for a contract period of 450 days, for performing said services.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2025.

APPROVED:

_____

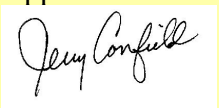
Mayor

ATTEST:

_____

City Clerk

Approved as to form:



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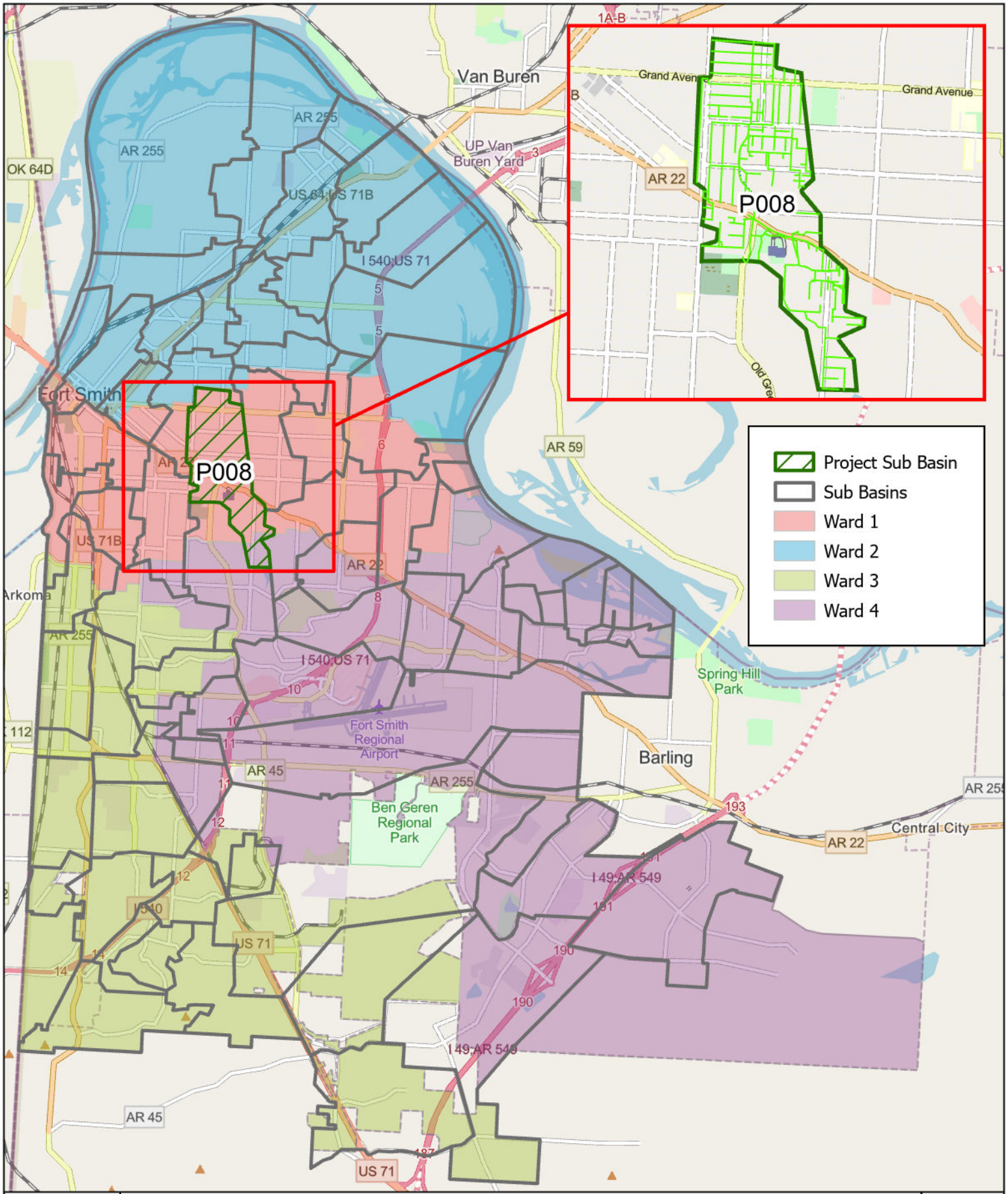


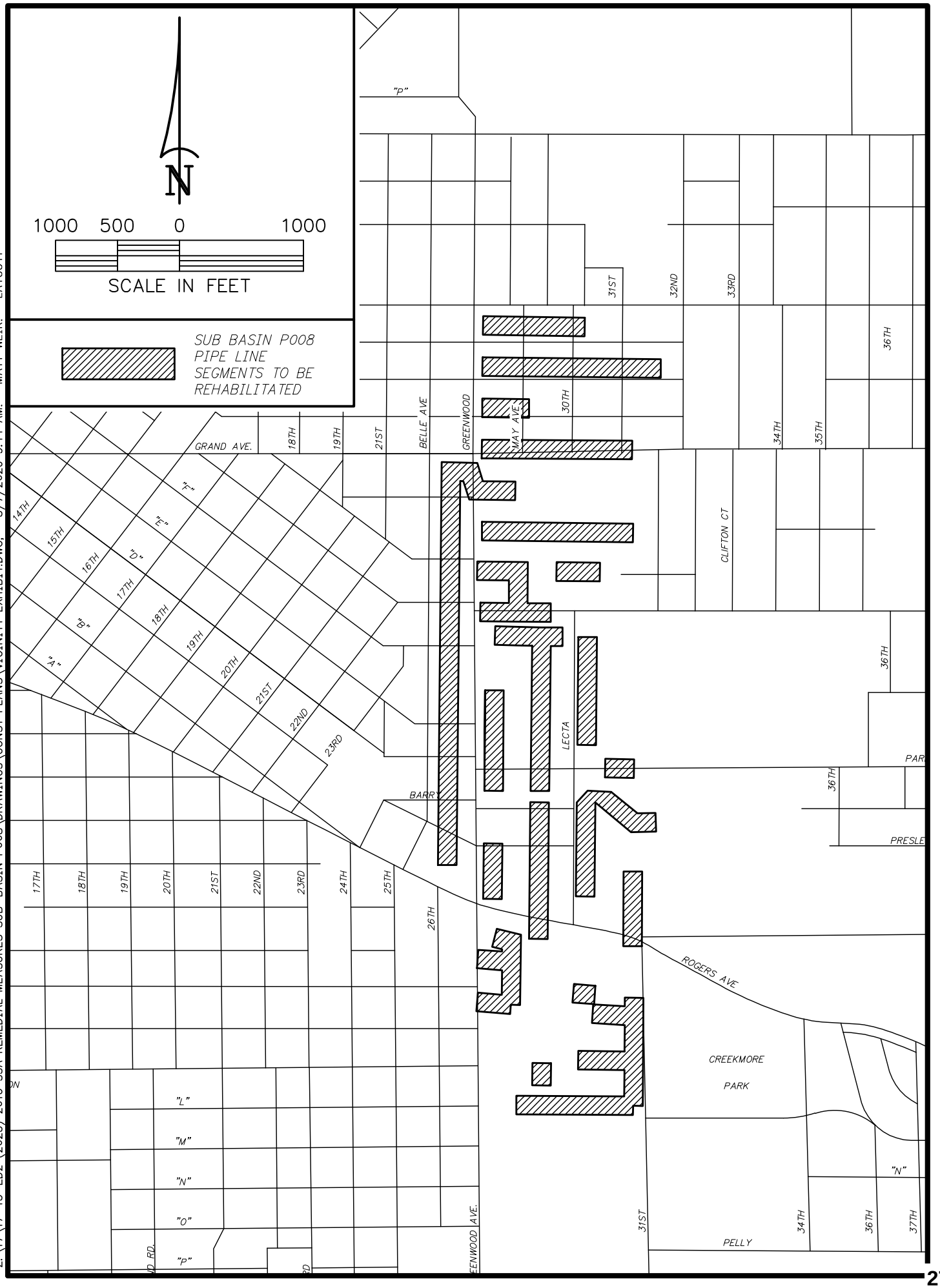
Sub-Basin

P008

17-13 - 2016 SSA Remedial Measures - Sub-Basin P008

Total Main Line Length in Project - 15,000 LF 100 Manholes

N



Z:\17\17-13-ED2 (2025) 2016 SSA REMEDIAL MEASURES SUB-BASIN P008\DRAWINGS\CONST PLANS\VICINITY EXHIBIT.DWG, 5/7/2026 9:14 AM. MATT WEIR. LAYOUT1

INTER-OFFICE MEMO

TO: Project File **DATE:** October 01, 2025

FROM: Parth Modi

SUBJECT: 2016 SSA Remedial Measures Sub-Basin P008
Project Number: 17-13-EC1

In compliance with Section 2-182 paragraph (d) of the Fort Smith Municipal Code, from the available statements of qualifications from consulting engineers currently on file in the City Clerk's office, three (3) qualified firms were considered to provide the desired services. The following firms were considered for the above referenced project:

1. Hawkins-Weir Engineers, Inc.
2. Halff Associates, Inc.
3. McClelland Consulting Engineers, Inc.

Of these firms, the firm of Hawkins-Weir Engineers, Inc. is considered the best qualified and capable of performing the work.

P.J. Modi — 10/01/2025
Project Engineer — Date

Clinton D. Ellis — 10/01/25
Program Manager of Water Utilities Engineering — Date

Connie Lehman — 10-1-25
Deputy Director of Water Utilities — Date

AGREEMENT

BETWEEN

CITY OF FORT SMITH, ARKANSAS

AND

HAWKINS-WEIR ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of **_____, 2026** between the **City of Fort Smith, Arkansas, 623 Garrison Avenue, P.O. Box 1908, Fort Smith, Arkansas 72902 (OWNER)** and ***HAWKINS-WEIR ENGINEERS, INC. P. O. BOX 648, VAN BUREN, ARKANSAS 72957*** **(ENGINEER)**. OWNER intends to employ ENGINEER to provide engineering services in connection with the ***2016 SSA Remedial Measures Sub-Basin P008 Phase I*** **(Project Number 17-13-EC1)** (hereinafter called the **Project**).

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

1.1.1 Perform professional services to the extent provided in **Exhibit A, "Scope of Services"**.

1.1.2 Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.

1.1.3 Advise OWNER as to the necessity of OWNER's providing data or services of the type described in SECTION 3 which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.

1.1.4 Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.

1.1.5 Provide current and renewal copies of all certificates of insurance as required by this Agreement.

1.1.6 Confirm Statement of Qualifications (SOQs) are up-to-date and on file with the City at the City Clerk's Office.

1.1.7 Not commence work until written Notice to Proceed (NTP) has been issued by the OWNER.

1.1.8 If ENGINEER receives a sales tax rebate, that rebate must be submitted with the appropriate invoice.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

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

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

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

2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.

2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

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

2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.

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

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

2.1.9 Prepare and provide completed permit applications for all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

2.1.10 Work for Additional Services will not commence until written Notice to Proceed (NTP) has been issued by the OWNER.

2.1.11 No changes may be started until approval is provided by the OWNER.

2.1.12 ENGINEER will submit invoices for Additional Services in accordance with the terms of this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

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

3.1 Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; and furnish copies of design and construction standards which OWNER will require to be included in the Drawings and Specifications.

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

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

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

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

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

3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, communicate OWNER's decisions relative to the Project, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services. Time and compensation issues under this Agreement and any project construction contract shall be taken to the OWNER's Board of Directors for approval.

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

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

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

3.12 Prepare Easement or Right-of-Way documents for and obtain additional rights-of-way or easements as required for the Project (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).

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

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

3.15 OWNER will issue written NTP prior to the start of work.

3.16 OWNER will approve all changes to scope prior to the start of such services. A NTP will be issued for the additional services.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the study, design, award of contracts and construction of the Project, if included in **Exhibit A, "Scope of Services"**. ENGINEER shall receive compensation and time extensions for services that extend beyond the agreed upon period if such extension is not due to the sole negligence of ENGINEER.

4.2 If OWNER has requested modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and their various rates of compensation may be adjusted appropriately. No changes will be made without specific written OWNER approval.

4.3 If OWNER fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, ENGINEER may request that their services be suspended under this Agreement.

4.4 If ENGINEER's services for study, design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written request to OWNER (but without termination of this Agreement) shall be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for in Section 5 of this Agreement shall be subject to renegotiation.

4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared and is to be included in **Exhibit A, "Scope of Services"**.

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

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

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.3 For Reimbursable Expenses

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

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

5.1.3.1 Airfare

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

5.1.3.2 Lodging

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

5.1.3.3 Meals

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

5.1.3.4 Mileage

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

5.1.3.5 Parking and Tolls

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

5.1.3.6 Other Transportation Costs (taxi, metro, Uber, etc.)

All other transportation costs must have an itemized receipt of the fare with travel date, time, distance, and any other fees that are included in that fare.

5.1.3.7 Lease Agreements

All leases must be pre-approved by OWNER. A copy of OWNER reimbursed lease agreement must be provided with any lease reimbursement requests. Cleaning or custodial services shall not be reimbursed.

5.1.3.8 Working Meals with OWNER

Reimbursement for meals provided during meetings must be preapproved and shall include a receipt for the meal (including tip, which cannot exceed 15%), the meeting agenda, and a list of those attending the meeting. The OWNER will not reimburse for alcohol. Working lunches/dinners must follow all requirements as specified in section 5.1.3.3. Working meals must be pre-approved by OWNER.

5.1.3.9 Rental Cars

Rental car receipt and any gas receipts for rental period must be provided. OWNER will not pay for vehicle insurance coverage. Mileage will not be paid for rental cars. The maximum size vehicle is a mid-size sedan, unless pre-approved by OWNER for larger vehicle.

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

5.1.5 It is acknowledged that ENGINEER may choose to update their Hourly Rates on an annual basis. If ENGINEER proposes an update of the Hourly Rates in attached **Exhibit B, "Engineer's Hourly Rates"**, or of the Consultant charges in attached **Exhibit C, "Fee Schedule"**, ENGINEER will provide those updates for signature approval by both the Utility Director and Finance Director prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in paragraph 8.3 shall not be exceeded without written approval of the Owner.

5.2 Times of Payment

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

5.2.2 Invoices for all work performed through November are due by December 20th. December invoices are due no later than January 10th, and shall only include charges through December 31st. Invoices shall not overlap different calendar years.

5.3 Other Provisions Concerning Payments

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

5.3.2 OWNER may request copies of time sheets to verify hours billed. ENGINEER is responsible for ensuring that those hours are well documented and substantiated with monthly reports. OWNER may, on random basis, audit time sheets to verify labor hours. This shall exclude auditing of agreed-to hourly rates or overhead multipliers.

5.3.3 OWNER reserves the right to audit any invoice or contract in which the OWNER is a party to, excluding auditing of agreed-to hourly rates or overhead multipliers.

5.4 Definitions

5.4.1 The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, financial specialist, other technical personnel, stenographers, typists, accountants and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-Project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.

5.4.2 Reimbursable Expenses refer to the actual expenses incurred directly or indirectly in connection with the Project.

5.4.3 GSA rates refer to the General Services Administration guidelines for the current year in which an invoice is processed.

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

6.1.1 Suspension

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

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

6.1.2 Termination

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

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

6.1.2(B) For cause,

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

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

6.1.3 Effective Date of Termination

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

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

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

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

7.2 Controlling Law and Venue

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

7.3 Successors, Assigns, and Beneficiaries

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

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

7.3.3 Unless expressly provided otherwise in this Agreement:

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

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

7.4 Access To Records

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

7.5 Standards of Performance

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

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

7.6 Insurance

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

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

7.6.2(A) Workers' Compensation – Limits as required by controlling law;

7.6.2(B) Professional liability - Each claim made and annual aggregate limit of $1 Million;

7.6.2(C) Automobile liability - Each accident of $1 Million;

7.6.2(D) General liability - $1 Million each occurrence and annual aggregate limit of $2 Million.

7.6.3 OWNER and ENGINEER release each other and waive all rights of

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

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

7.7 Indemnification

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

7.8 Waiver

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

7.9 Notices

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

7.10 Survival

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

7.11 Severability

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

7.12 Cost Opinions and Projections

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

7.13 Limitation of Liability

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

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

7.14 Delays

7.14.1 In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services.

SECTION 8 - EXECUTION

8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **Five Hundred Eight-Five Thousand Six Hundred and 00/100 Dollars ($585,600.00)** without written approval of the OWNER.

8.4 ENGINEER shall complete the services set forth herein in accordance with the terms of this Agreement within **450 calendar days** from the project start date which shall be the date that this Agreement is executed by the OWNER (the OWNER's execution of this Agreement shall serve as the Notice to Proceed to ENGINEER).

8.5 Address for giving notices:

Owner	Professional Services Provider
City of Fort Smith	Hawkins-Weir Engineers, Inc.
C/O Engineering Department	P. O. Box 648
623 Garrison Avenue	Van Buren, Arkansas 72957
Fort Smith, Arkansas 72901	

8.6 Designated Representative (see Section 3.8):

Owner	Professional Services Provider
Tyler Eldridge, P.E. (Print Name)	Larry E. Yancey, P.E. (Print Name)
Title: Senior Project Engineer	Title: Vice President
Phone Number: 479.494.3946	Phone Number: 479.474.1227
Facsimile Number: 479-494-3909	Facsimile Number: 479.474.8531
E-Mail: tyler.eldridge@fortsmithar.gov	E-Mail: larry.yancey@hawkins-weir.com

(The Remainder Of This Page Is Blank)

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

(SEAL)

ATTEST:

City of Fort Smith, Arkansas
(Owner)

By: _____
George McGill, Mayor

Date Signed: _____

_____
(City Clerk), Sherri Gard

(SEAL)

HAWKINS-WEIR ENGINEERS, INC. CORPORATE SEAL ARKANSAS

Hawkins-Weir Engineers, Inc.
(Engineer - Company Name)

_____
(Corporate Secretary)

By: _____
Vice President

Barry K. McCormick, P.E.
(Witness)

Larry E. Yancey, P.E.
(Printed Name)

P. O. Box 648
(Mailing Address)

Van Buren Arkansas 72957
(City) (State) (Zip)

Certificate No. 101

State of: Arkansas

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

Rev. 04/22/2026

Exhibit A
Scope of Services
Construction Phase Services
2016 SSA Remedial Measures Sub-Basin P 008 Phase I
Fort Smith, Arkansas
Project No. 17-13-EC1
May 2026

Task Description

The scope of work will provide full-time construction observation and construction phase services for the 2016 SSA Remedial Measures Sub-Basin P008 Phase I project.

Task 1 – Construction Phase Services

1. Conduct a Pre-Construction Conference with the Owner and Contractor

2. Upload construction documents to the City of Fort Smith's e-Builder site

3. Monthly Consent Decree reporting to include updating items substantially complete on the project

4. Conduct up to five (5) Progress Meetings

    a. Progress meetings to provide updates on the project status and review any outstanding project decisions or issues

    b. A meeting agenda and subsequent meeting summary will be distributed by the Engineer to all meeting participants

5. Provide full-time construction observation of the construction activities (16 months) and document the Contractor's testing to ensure compliance with the project plans, specifications, and approved procedures

6. Provide daily work reports and collection of GIS data points

7. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner

8. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval

9. Conduct on-site meetings with the Contractor to interpret plans and resolve installation conficts

10. Review Contractor provided post CCTV inspection videos

11. Conduct as-built surveys of the completed improvements

12. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address

13. Prepare Record Drawings of the completed project and provide two (2) full-size copies, one (1) half-size copy and one (1) electronic copy for the Owner's archives

Outside Services

The project is expected to require the services of two (2) sub-consultants: Fort Smith Blueprint and Ark-Con Testing Services. Fort Smith Blueprint will provide copying and reproduction services and Ark-Con Testing Services will provide materials testing during construction.

EXHIBIT B

Hawkins-Weir Engineers, Inc.

Hourly Rate Schedule: 2026

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 III	$145
Designer II	$135
Designer I	$120
Civil Eng. Assistant II	$100
Civil Eng. Assistant I	$90
Digital Design Manager	$150
BIM Modeler III	$145
BIM Modeler II	$135
BIM Modeler I	$125
CAD/GIS Technician III	$135
CAD/GIS Technician II	$125
CAD/GIS Technician I	$115
Construction Manager II	$150
Construction Manager I	$130
Construction Observer IV	$140
Construction Observer III	$120
Construction Observer II	$110
Construction Observer I	$100
Surveyor	$175
GPS Survey	$200
Survey Technician	$50
Business Manager	$100
Graphic Designer	$100
Administrative	$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 C
Scope of Services Fee Proposal
Construction Phase Services
2016 SSA Remedial Measures Sub-Basin P008 Phase I
Fort Smith, Arkansas
Project No. 17-13-EC1
May 2026

Task 1 - Construction Phase Services

2016 SSA Remedial Measures Sub-Basin Phase I (17-13-EC1)

Task	Engr VII	Engr VI	Engr III	Engr I	Dsgnr II	CAD/GIS Tech III	Construction Mgr. I	Construction Observer III	Surveyor	GPS Survey	Survey Technician	Admin I	Total
1. Conduct a Pre-Construction Conference with the Owner and Contractor	4	4	4					4				6	22
2. Upload construction documents to the City of Fort Smith's e-Builder site			40									40	80
3. Monthly Consent Decree reporting to include updating items substantially complete on the project		60										80	140
4. Conduct up to ten (5) Progress Meetings													0
a. Progress meetings to provide updates on the project status and review any outstanding project decisions or issues	10		20					36				24	90
b. A meeting agenda and subsequent meeting summary will be distributed by the Engineer to all meeting participants			16									24	40
5. Provide full-time construction observation of the construction activities (16 months) and document the Contractor's testing to ensure compliance with the project plans, specifications, and approved procedures	20	20	20	40			160	2,240					2,500
6. Provide daily work reports and collection of GIS data points								80		20	40	200	340
7. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner	10	20	40	40	40	60		40	20	20	20		310
8. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval		20	40					60					120
9. Conduct on-site meetings with the Contractor to interpret plans and resolve installation conflicts	16		20				20						56
10. Review Contractor provided post CCTV inspection videos			80	80								40	200
11. Conduct as-built surveys of the completed improvements		20	20						20	80	100		240
12. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address		8	20				20	20					68
13. Prepare Record Drawings of the completed project and provide two (2) full-size copies, one (1) half-size copy and one (1) electronic copy for the Owner's archives		8	20			60		20				26	134
TOTAL HOURS	60	160	340	160	40	120	200	2,500	40	120	160	440	4,340
TOTAL TASK 1 - CONSTRUCTION PHASE SERVICES													**$555,600**

Outside Services

2016 SSA Remedial Measures Sub-Basin Phase I (17-13-EC1)

Item	Description	Total
1. Fort Smith Blueprint	Copying and reproduction services	$5,000
2. Ark-Con Testing Services	Materials testing	$25,000
	TOTAL ESTIMATED REIMBURSABLE EXPENSES	**$30,000**

Engineering Services Summary

2016 SSA Remedial Measures Sub-Basin Phase I (17-13-EC1)

Task 1 - Construction Phase Services	$555,600
Outside Services	$30,000
TOTAL ENGINEERINEERING NOT TO EXCEED FEE	**$585,600**

EXHIBIT D

HAWKENG-01

GRACED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2026

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

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

PRODUCER	CONTACT NAME: CL Service Team #2 (xt. 0702)	
BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	PHONE (A/C, No, Ext): (479) 783-2255 0702	FAX (A/C, No): (479) 484-5185
	E-MAIL ADDRESS: BHCservice2@bhca.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Employers Mutual Casualty Company	21415
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957	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	X COMMERCIAL GENERAL LIABILITY			6W68047	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			6E68047	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6J68047	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		100119068	11/1/2025	11/1/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Equipment Floater			6C68047	11/1/2025	11/1/2026	Scheduled	

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

Project# 17-13-EC1 2016 SSA Remedial Measures Sub-Basin P008 Phase 1

CERTIFICATE HOLDER

City of Fort Smith Engineering Dept.-Utility
623 Garrison Avenue
Fort Smith, AR 72901

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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EXHIBIT D HAWKENG-01 GRACED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2026

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

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PRODUCER	CONTACT NAME: CL Service Team #2 (xt. 0702)	
BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	PHONE (A/C, No, Ext): (479) 783-2255 0702	FAX (A/C, No): (479) 484-5185
	E-MAIL ADDRESS: BHCservice2@bhca.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Pacific Insurance Company	10046
INSURED	INSURER B :	
Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957-0648	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						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	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 Liab			21OH065549825	7/11/2025	7/11/2026	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #17-13-EC1 2016 SSA Remedial Measures Sub-Basin P008 Phase 1

CERTIFICATE HOLDER

City of Fort Smith Engineering Dept.-Utility
623 Garrison Avenue
Fort Smith, AR 72901

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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MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Todd Mittge, Director of Engineering

DATE: May 14, 2026

SUBJECT: Engineering Agreement with Garver, LLC for the Massard Water Reclamation Facility Improvements, Project No. 25-15-ED1

SUMMARY

This project will address large deficiencies at the Massard Water Reclamation Facility. The Consent Decree lists several capacity-related projects. On page 135, Appendix E2 of the Federal Consent Decree, the Massard Wastewater Treatment Plant Improvements are listed.

Using hydraulic flow modeling, flow monitoring, and historical SSO occurrences, staff confirmed this project is necessary to eliminate the cause of the largest remaining wet-weather SSO, which has been the source of approximately 15 million gallons of untreated wastewater being discharged into the environment since February 2022. This component of the project facilitates compliance with the Consent Decree by reducing and eliminating SSOs and the reduction of potential of SSO stipulated penalties for our largest volume SSO site.

This project will allow the wet-weather events to undergo preliminary treatment and then be added to fully treated wastewater, undergo disinfection, and then be discharged to the Arkansas River. Additionally, the City entered a Consent Administrative Order (CAO) with the Arkansas Division of Environmental Quality (DEQ) in 2024 for permit violations due to the deterioration of the Massard WRF. This project will also allow the treated wastewater to meet the required permit limits for compliance.

A Request for Qualification was utilized for interested engineering firms to submit related qualifications for consideration. After review by a panel consisting of Jeff Dingman, Todd Mittge, Jimmie Johnson and Lance McAvoy, the firms of Freese & Nichols and Garver were chosen to interview. Interviews were scored individually by the selection panel and Garver was chosen. Included in their submission, Garver chose to team with Hawkins-Weir for the initial design portion of the project.

This project will utilize construction management at risk (CMAR) to allow the construction to be completed in a timely manner to meet requirements of both the Consent Decree and CAO. This process has been used multiple times by the City to address time sensitive projects and control construction cost.

The design portion of this project is not to exceed $8,575,000. This project was included in the

approved CIP for Consent Decree, a copy of which is included in your packet.

Future agreements related to this CMAR project will be brought to the Board of Directors for their approval and to provide transparency in the process and the project

Please let us know if you have any questions or need additional information.

ATTACHMENTS

1. 5-19-26_Item_ID_2758_Resolution_Engineering-Utilities.pdf
2. 5-19-26 Item ID 2758 Attachment Engineering-Utilities.pdf

FISCAL IMPACT:	*$8,575,000.00 and 365 days*
BUDGET INFORMATION:	*Budgeted / Engineering-Utilities - 2025 Sales and Use Tax Bonds*

CONSENT DECREE

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GARVER, LLC FOR PROVIDING ENGINEERING SERVICES ASSOCIATED WITH THE MASSARD WATER RECLAMATION FACILITY IMPROVEMENTS, PROJECT NO. 25-15-ED1

BE IT RESOLVED AND ENACTED BY THE BOARD OF DIRECTORS OF THE

CITY OF FORT SMITH, ARKANSAS, that:

SECTION 1: An agreement with Garver, LLC for providing engineering services associated with the Massard Water Reclamation Facility Improvements, Project No. 25-15-ED1 which is 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 approved by Section 1 for professional services with Garver, LLC in the amount of $8,575,000.00 and for a period of 365 days for performing said services.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____, 2026.

APPROVED:

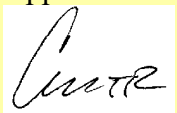
_____

Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____npr

INTER-OFFICE MEMO

TO: Project File **DATE:** 1/9/2026

FROM: Jimmie B. Johnson

SUBJECT: Design and CMAR Support for Upgrades to the Massard Water Reclamation Facility
Project Number: 25-15

In compliance with Section 2-182 paragraph (d) of the Fort Smith Municipal Code, from the available statements of qualifications from consulting engineers currently on file in the City Clerk's office, five (5) qualified firms were invited to provide sealed Qualifications for the desired services. The following firms were invited to respond to a Request for Qualifications for the above referenced project:

1. Burns & McDonnell Engineering Company
2. Freese and Nichols, Inc.
3. Garver
4. Hawkins-Weir, Inc.
5. Mead & Hunt, Inc.

From the respondents, the firm(s) considered the best qualified and capable of performing the work will be evaluated for final selection to perform the requested work.

(Signed Below By Project Engineers and Deputy Director of Engineer)

Richard Hamrick — 01/09/2026
Project Engineer — Date

Clinton D. Allen — 01/09/2026
Project Engineer — Date

Jennifer B. Johnson — 1/9/26
Deputy Director of Engineering — Date

AGREEMENT

BETWEEN

CITY OF FORT SMITH, ARKANSAS

AND

GARVER, LLC

FOR

PROFESSIONAL SERVICES

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

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

ENGINEER shall:

1.1.1 Perform professional services to the extent provided in **Exhibit A, "Scope of Services"**.

1.1.2 Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.

1.1.3 Advise OWNER as to the necessity of OWNER's providing data or services of the type described in SECTION 3 which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.

1.1.4 Identify, consult with, and analyze requirements of governmental authorities, if any, having jurisdiction to approve the Project, or portions thereof.

1.1.5 Provide current and renewal copies of all certificates of insurance as required by this Agreement.

1.1.6 Confirm Statement of Qualifications (SOQs) are up-to-date and on file with the City at the City Clerk's Office.

1.1.7 Not commence work until written Notice to Proceed (NTP) has been issued by the OWNER.

1.1.8 If ENGINEER receives a sales tax rebate, that rebate must be submitted with the appropriate invoice.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

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

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

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

2.1.3 Services resulting from the award of replacement prime contracts for construction of the project.

2.1.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

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

2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.

2.1.7 Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations. ENGINEER shall not

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

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

2.1.9 Prepare and provide completed permit applications for all governmental authorities, if any, having jurisdiction over the Project and such approvals and consents from others, if any, as may be necessary for completion of the Project.

2.1.10 Work for Additional Services will not commence until written Notice to Proceed (NTP) has been issued by the OWNER.

2.1.11 No changes may be started until approval is provided by the OWNER.

2.1.12 ENGINEER will submit invoices for Additional Services in accordance with the terms of this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

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

3.1 Provide criteria and information as to OWNER's requirements for the Project, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitation; and furnish copies of design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2 Assist ENGINEER by making reasonably available for ENGINEER's use all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. ENGINEER may reasonably rely upon the accuracy, timeliness, and completeness of information provided by OWNER.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including hydrographic surveys, environmental assessment and impact statements, property descriptions, zoning, deed and other land use restriction and other special data or consultations not covered in Section 2.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

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

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

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

3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, communicate OWNER's decisions relative to the Project, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services. Time and compensation issues under this Agreement and any project construction contract shall be taken to the OWNER's Board of Directors for approval.

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

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

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

3.12 Prepare Easement or Right-of-Way documents for and obtain additional rights-of-way or easements as required for the Project (except to the extent provided otherwise in **Exhibit A, "Scope of Services"**).

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

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

3.15 OWNER will issue written NTP prior to the start of work.

3.16 OWNER will approve all changes to scope prior to the start of such services. A NTP will be issued for the additional services.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the study, design, award of contracts and construction of the Project, if included in **Exhibit A, "Scope of Services"**. ENGINEER shall receive compensation and time extensions for services that extend beyond the agreed upon period if such extension is not due to the sole negligence of ENGINEER.

4.2 If OWNER has requested modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation may be adjusted appropriately. No changes will be made without specific written OWNER approval.

4.3 If OWNER fails to give reasonably prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, ENGINEER may request that his services be suspended under this Agreement.

4.4 If ENGINEER's services for study, design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written request to OWNER (but without termination of this Agreement) shall be paid as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for in Section 5 of this Agreement shall be subject to renegotiation.

4.5 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared and is to be included in **Exhibit A, "Scope of Services"**.

SECTION 5 - PAYMENT TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (except as amended and supplemented by **Exhibit A, "Scope of Services"**) a Lump Sum amount pursuant to Section 8.3 for services rendered by principals and employees assigned to the Project. For ENGINEER's Consultant charges (except as amended and supplemented by **Exhibit C, "Fee Schedule"**) the OWNER shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00. The maximum compensation to the ENGINEER for Basic Services and Reimbursable Expenses shall be as provided in Section 8.3 of this Agreement.

5.1.2 For Additional Services

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

5.1.2.1 General

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

5.1.2.2 Special Consultants

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

5.1.3 For Reimbursable Expenses

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

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

5.1.3.1 Airfare

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

5.1.3.2 Lodging

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

5.1.3.3 Meals

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

5.1.3.4 Mileage

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

5.1.3.5 Parking and Tolls

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

5.1.3.6 Other Transportation Costs (taxi, metro, Uber, etc.)

All other transportation costs must have an itemized receipt of the fare with travel date, time, distance, and any other fees that are included in that fare.

5.1.3.7 Lease Agreements

All leases must be pre-approved by OWNER. A copy of OWNER reimbursed lease agreement must be provided with any lease reimbursement requests. Cleaning or custodial services shall not be reimbursed.

5.1.3.8 Working Meals with OWNER

Reimbursement for meals provided during meetings must be preapproved and shall include a receipt for the meal (including tip, which cannot exceed 15%), the meeting agenda, and a list of those attending the meeting. The OWNER will not reimburse for alcohol. Working lunches/dinners must follow all requirements as specified in section 5.1.3.3. Working meals must be pre-approved by OWNER.

5.1.3.9 Rental Cars

Rental car receipt and any gas receipts for rental period must be provided. OWNER will not pay for vehicle insurance coverage. Mileage will not be paid for rental cars. The maximum size vehicle is a mid-size sedan, unless pre-approved by OWNER for larger vehicle.

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

5.1.5 It is acknowledged that ENGINEER may choose to update their Hourly Rates on an annual basis. If ENGINEER proposes an update of the Hourly Rates in attached **Exhibit B, "Engineer's Hourly Rates"**, or of the Consultant charges in attached **Exhibit C, "Fee Schedule"**, ENGINEER will provide those updates for signature approval by both the Utility Director and Finance Director prior to submittal of invoices for payment at the new Hourly Rates or Consultant charges. Regardless of any Hourly Rates change or Consultant charges change, the total payment in paragraph 8.3 shall not be exceeded without written approval of the Owner.

5.2 Times of Payment

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

5.2.2 Invoices for all work performed through November are due by December 20th. December invoices are due no later than January 10th, and shall only include charges through December 31st. Invoices shall not overlap different calendar years.

5.3 Other Provisions Concerning Payments

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

5.3.2 OWNER may request copies of time sheets to verify hours billed for Additional Services. ENGINEER is responsible for ensuring that those hours are well documented and substantiated with monthly reports. OWNER may, on random basis, audit time sheets to verify labor hours. This shall exclude auditing of agreed-to hourly rates or overhead multipliers.

5.3.3 OWNER reserves the right to audit any invoice or contract in which the OWNER is a party to, excluding auditing of agreed-to hourly rates or overhead multipliers.

5.4 Definitions

5.4.1 The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, financial specialist, other technical personnel, stenographers, typists, accountants and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-Project operating costs, and all general and administrative overhead costs, including, but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles, equipment.

5.4.2 Reimbursable Expenses refer to the actual expenses incurred directly or indirectly in connection with the Project.

5.4.3 GSA rates refer to the General Services Administration guidelines for the current year in which an invoice is processed.

SECTION 6 - SUSPENSION AND TERMINATION

6.1 Suspension and Termination

6.1.1 Suspension

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

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

6.1.2 Termination

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

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

6.1.2(B) For cause,

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

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

6.1.3 Effective Date of Termination

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

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Use of Documents

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

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

7.2 Controlling Law and Venue

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

7.3 Successors, Assigns, and Beneficiaries

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

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

7.3.3 Unless expressly provided otherwise in this Agreement:

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

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

7.4 Access To Records

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

7.5 Standards of Performance

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

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

7.6 Insurance

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

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

7.6.2(A) Workers' Compensation – Limits as required by controlling law;

7.6.2(B) Professional liability - Each claim made and annual aggregate limit of $1 Million;

7.6.2(C) Automobile liability - Each claim made and annual aggregate of $1 Million;

7.6.2(D) General liability - $1 Million each occurrence and annual aggregate limit of $2 Million.

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

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

7.7 Indemnification

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

7.8 Waiver

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

7.9 Notices

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

7.10 Survival

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

7.11 Severability

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

7.12 Cost Opinions and Projections

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

7.13 Limitation of Liability

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

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

7.14 Delays

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

SECTION 8 - EXECUTION

8.1 This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings for the Scope of Services for the Project. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.2 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. Signatures delivered by facsimile, email or other electronic means shall bind the signatory notwithstanding any subsequent failure or refusal to deliver an original signature signed in ink.

8.3 OWNER shall compensate ENGINEER for providing the services set forth herein in accordance with the terms of this Agreement. Total payment shall not exceed **Eight Million Five Hundred and Seventy Five Thousand dollars ($8,575,000.00)** without written approval of the OWNER.

8.4 ENGINEER shall complete the services set forth herein in accordance with the terms of this Agreement within **365 calendar days** from the project start date which shall be the date that this Agreement is executed by the OWNER (the OWNER's execution of this Agreement shall serve as the Notice to Proceed to ENGINEER).

8.5 Address for giving notices:

Owner	Professional Services Provider
City of Fort Smith	Garver, LLC
C/O Engineering Department	ATTN: Jerry T. Martin
623 Garrison Avenue	911 Garrison Avenue, Suite 101
Fort Smith, AR 72901	Fort Smith, AR 72901

8.6 Designated Representative (see Section 3.8):

Owner	Professional Services Provider
_____ (Print Name)	Jerry T. Martin, PE (Print Name)
Title: Project Engineer	Title: Water Team Leader/Principle
Phone Number: _____	Phone Number: 479-287-4653
Facsimile Number: 479-494-3909	Facsimile Number: N/A
E-Mail Address: _____	E-Mail Address: JTMartin@GarverUSA.com

(The Remainder Of This Page Is Blank)

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

(SEAL)

ATTEST:

City of Fort Smith, Arkansas
(Owner)

By: _____
George McGill, Mayor

_____
(City Clerk), Sherri Gard

Date Signed: _____

Garver, LLC
(Engineer - Company Name)

By: _____

_____
(Corporate Secretary)

Jerry T. Martin, Principle
(Printed Name)

_____
(Witness)

911 Garrison Ave., Suite 101
(Mailing Address)

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

Engineer License or Certificate No. 766

State of: Arkansas

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

GENERAL

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

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

1. Task 1 - PROJECT MANAGEMENT

1.1. The Engineer will prepare for and conduct one (1) project kickoff meeting with the Owner. During the kickoff meeting, the following plans will be discussed:

A. Develop a project management plan, including project objectives, project deliverables, project communication protocol, project schedule, project documentation, and work plan.
B. Prepare and present a request for information to the Owner prior to the project kickoff meeting.
C. Prepare kickoff meeting minutes that document discussions and action items. The Engineer will coordinate team members and subconsultants during all phases of the project.

1.2. The Engineer will provide project planning and scheduling including meeting with Owner as required to coordinate the planning and scheduling tasks of the project.

1.3. The Engineer will provide the Owner with detailed monthly invoices. Each invoice will include monthly project status reports including progress on work tasks and schedule throughout the project.

1.4. Throughout the design phase of the project, Engineer will hold a 30-minute bi-weekly call with Owner to update on status and ball-in-court items that need decisions or input. These will be reviewed and documented in the Monthly Progress reports and reviewed during design workshops.

2. Task 2 - SURVEYS

2.1. Design Surveys

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

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

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

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

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

2.2. Property Surveys

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

3. Task 3 - GEOTECHNICAL SERVICES

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

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

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

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

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

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

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

4. Task 4 - PRELIMINARY DESIGN

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

4.1. Wet Weather Treatment TM

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

4.2. Solids Handling TM

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

4.3. Grit System Improvements TM

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

4.4. Secondary Clarifier Rehab TM

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

4.5. Preliminary Design Report

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

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

4.6. Design Progress Workshops

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

4.7. Preliminary Design Workshop

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

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

4.8. Deliverables

This task will include the following deliverables:

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

5. Task 5 – CMAR SUPPORT

5.1. CMAR Coordination:

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

5.2. Cost Estimate and Value Engineering Support

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

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

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

5.3. GMP Package Development Support

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

5.4. Long Lead Item Development

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

6. Task 6 - FINAL DESIGN

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

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

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

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

6.4. Environmental

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

6.5. Construction Sequencing Review and Plan

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

6.6. Design Submittal Workshops

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

6.7. Deliverables

This task will include the following deliverables:

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

7. Task 7 – BIDDING SERVICES

During the bidding phase of the project, Engineer will:

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

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

8. Task 8 – PERMITTING COORDINATION

Throughout the project, Engineer will provide the following coordination:

8.1. ADH Submittal and Coordination

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

8.2. ADEE Construction Permit and NPDES Permit Modification

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

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

8.3. ADEE/ADFA Tax Exemption Assistance

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

8.4. Army Corp of Engineers Coordination

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

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

9. Task 9 - CONSTRUCTION PHASE SERVICES

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

9.1. SCADA Integration

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

10. EXTRA WORK

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

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

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

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

Classification	Rates
Engineers / Architects	
E-1	$ 156.00
E-2	$ 183.00
E-3	$ 203.00
E-4	$ 238.00
E-5	$ 290.00
E-6	$ 355.00
Planners	
P-1	$ 193.00
P-2	$ 241.00
P-3	$ 287.00
P-4	$ 337.00
P-5	$ 369.00
Designers	
D-1	$ 144.00
D-2	$ 160.00
D-3	$ 198.00
D-4	$ 231.00
D-5	$ 284.00
D-6	$ 301.00
Technicians	
T-1	$ 117.00
T-2	$ 136.00
T-3	$ 172.00
T-4	$ 216.00
Surveyors	
S-1	$ 72.00
S-2	$ 95.00
S-3	$ 129.00
S-4	$ 176.00
S-5	$ 230.00
S-6	$ 262.00
S-7	$ 318.00
2-Man Crew (Survey)	$ 270.00
3-Man Crew (Survey)	$ 339.00
2-Man Crew (GPS Survey)	$ 341.00
3-Man Crew (GPS Survey)	$ 414.00
Construction Observation	
C-1	$ 135.00
C-2	$ 170.00
C-3	$ 212.00
C-4	$ 263.00
C-5	$ 325.00

Classification	Rates
Resource Specialists	
RS-1	$ 129.00
RS-2	$ 170.00
RS-3	$ 228.00
RS-4	$ 330.00
RS-5	$ 412.00
Environmental Specialists	
ES-1	$ 128.00
ES-2	$ 161.00
ES-3	$ 207.00
ES-4	$ 233.00
ES-5	$ 296.00
ES-6	$ 391.00
ES-7	$ 478.00
Project Controls	
PC-1	$ 131.00
PC-2	$ 174.00
PC-3	$ 220.00
PC-4	$ 282.00
PC-5	$ 345.00
PC-6	
PC-7	
Management / Administration	
AM-1	$ 92.00
AM-2	$ 115.00
AM-3	$ 162.00
AM-4	$ 200.00
AM-5	$ 258.00
AM-6	$ 318.00

Exhibit C - Fee Schedule

City of Fort Smith
Massard WRF Improvements

FEE SUMMARY

Basic Services Section	Estimated Fees	
Task 1 - Project Management	$	301,100.00
Task 2 - Surveys	$	247,100.00
Task 3 - Geotechnical Services	$	86,900.00
Task 4 - Preliminary Design	$	2,965,500.00
Task 5 - CMAR Support	$	527,700.00
Task 6 - Final Design	$	3,867,400.00
Task 7 - Bidding Services	$	340,400.00
Task 8 - Permitting	$	238,900.00
Subtotal for Basic Services Section	**$**	**8,575,000.00**

EXHIBIT D - Garver COI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2026

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

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

PRODUCER
Stephens Insurance, LLC
111 Center Street, Suite 100
Little Rock, AR 72201

www.stephensinsurance.com

CONTACT NAME: Kathy Jones
PHONE (A/C, No, Ext): 501-377-8502 **FAX (A/C, No):**
E-MAIL ADDRESS: kathy.jones@stephens.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company (A++XV)	25623
INSURER B : Charter Oak Fire Insurance Company (A++XV)	25615
INSURER C : Standard Fire Insurance Company (A++XV)	19070
INSURER D : Travelers Property Casualty Co of Amer (A++ XV)	25674
INSURER E : Starr Surplus Lines Insurance Company (A XV)	13604
INSURER F : Lloyd's of London (A)	AA-112200

INSURED
Garver, LLC
911 Garrison Avenue, Suite 101
Fort Smith AR 72901

COVERAGES **CERTIFICATE NUMBER:** 90539107 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ✓ OTHER: -0- Deductible			P-630-1G052988-PHX-25	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			810-1N886537-25-43-G	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
D	✓ **UMBRELLA LIAB** ✓ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			CUP-6J09853A-25-43	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-7K425966-25-43-G	7/1/2025	7/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability- Claims Made			1000634123251	7/1/2025	7/1/2026	Each Claim & Aggregate	$2,000,000
F	Maritime Employer's Liability * Underwriter at Lloyds NAIC AA-1122000 G-Contractor's Pollution-info next pg			PSR083863 ICELLUW00165627	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Combined Single Limit Each Occurrence & Aggr	Combined Single Li $1,000,000 2,000,000

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

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

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

CERTIFICATE HOLDER

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

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Ted Grace

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

HOLDER: City of Fort Smith, Arkansas

ADDRESS: 623 Garrison Avenue Fort Smith AR 72902

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

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

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

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

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

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

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

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

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

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

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile & ILT400(05/19) on the Umbrella.
Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.
Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.
Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

HOLDER: City of Fort Smith, Arkansas
ADDRESS: 623 Garrison Avenue Fort Smith AR 72902

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

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

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

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

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

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6H

RESOLUTION NO. **R-219-25**

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

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

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

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

This Resolution adopted this 2nd day of December 2025.

APPROVED:

Vice-Mayor Jarred Rego

ATTEST:

City Clerk

APPROVED AS TO FORM:

npr

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

Project Title	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
23-19-C1: SSA Remedial Repairs/Replacement S006, P004, MC07, Z001, SK-01 Capacity†	$ 7,915,157	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23-19-C2: SSA Remedial Repairs/Replacement S006, P004, MC07, Z001, SK-01 Capacity†	$ 4,401,883	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23-19-C3: SSA Remedial Repairs/Replacement S006, P004, MC07, Z001, SK-01 Capacity†	$ 3,527,736	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23-19-C4: SSA Remedial Repairs/Replacement S006, P004, MC07, Z001, SK-01 Capacity†	$ 1,020,017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23-19-C5: SSA Remedial Repairs/Replacement S006, P004, MC07, Z001, SK-01 Capacity†	$ 867,583	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19-17-C1: SSA Remedial Repairs/Replacement MC08†	$ 3,204,675	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
17-12-C1: SSA Remedial Repairs/Replacement S007†	$ 8,350,988	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
17-09-C1: SSA Remedial Repairs/Replacement P005 (Construction and Inspection)ᵠ	$ 5,769,563										
19-19-C1: SSA Remedial Repairs/Replacement Capacity Project FL02 (Construction and Inspection)ᵠ	$ 9,455,602	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19-18-C1: SSA Remedial Repairs/Replacement P009 (Construction and Inspection)ᵠ	$ 7,500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19-15-C1: SSA Remedial Repairs/Replacement MC06 (Construction and Inspection)ᵠ	$ 9,687,121	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
17-13-C1: SSA Remedial Repairs/Replacement P008 (Construction and Inspection)ᵠ	$ 18,400,068	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21-17-C1: SSA Remedial Repairs/Replacement D001, HL01, HR01, M003, M005, RF01, WL01 (Construction and Inspection)ᵠ	$ 7,707,741	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
24-14-C1: Basin 12 SSA Remedial Measures, Sub-Basin P005 (Construction and Inspection)ᵠ	$ 3,501,621	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23-15-C1: FL01 Capacity Improvements (Construction and Inspection)ᵠ	$ 5,002,993	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
24-11-C1: Basin 10 & 14 Capacity Improvement, Phase 2 (Construction and Inspection)ᵠ	$ 10,276,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
25-08-C1: 2019 SSA Remedial Measures - Sub-Basin M002 ᵠ	$ 376,240	$ 4,660,200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
25-09-C1: 2020 SSA Remedial Measures - Sub-Basin Z007 ᵠ	$ 179,602	$ 8,266,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
25-10-C1: 2022 SSA Remedial Measures - Sub-Basin MC02 ᵠ	$ 265,111	$ 7,175,700	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
25-11-C1: 2021 SSA Remedial Measures - Sub-Basin Z005 ᵠ	$ 395,440	$ 12,294,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
25-12-C1: 2023 SSA Remedial Measures - Sub-Basin Z003 ᵠ	$ 282,380	$ 5,805,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
25-13-C1: 2022 SSA Remedial Measures - Sub-Basin S005 ᵠ	$ 418,600	$ 6,166,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19-19-C3: SSA Remedial Repairs/Replacement Capacity Project FL02 (Construction and Inspection) ᵠ	$ 197,390	$ 2,900,000									
50,000 Feet & 167 Manholes: SSA Remedial Repairs/Replacement (Design)	$ -	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000
50,000 Feet & 167 Manholes: SSA Remedial Repairs/Replacement (Construction)	$ -	$ -	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000	$ 28,000,000
CSSA Work, Assement	$ -	$ -	$ -	$ -	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000
CSSA Work, Remedial Measures (Design)	$ -	$ -	$ -	$ -	$ -	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000
CSSA Work, Remedial Measures (Construction)	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000
Contract Sewer Line/Televising/CIPP	$ -	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000
Consent Decree Program Management	$ -	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 2,500,000
Pump Station #9 Design/Construction	$ -	$ -	$ -	$ 74,000	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ -
Pump Station #18 Design/Construction	$ -	$ -	$ -	$ 400,000	$ 4,000,000	$ -	$ -	$ -	$ -	$ -	$ -
Pump Station #22 Repairs/Upgrades	$ -	$ -	$ -	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	$ -
Pump Station #5 Rehabilitation	$ -	$ 1,200,000	$ 6,000,000	$ 6,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Continuing Pump Station & Force Main Evaluation	$ -	$ -	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ 2,000,000	$ -	$ -
Continuing Capacity Assurance Evaluation	$ -	$ -	$ -	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ 2,000,000	$ -
Basin 12 Remedial Measures Phase 4-9 (SSA)	$ 954,101	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Basin 12 Remedial Measures Phase 4-9 (Design)	$ -	$ 500,000	$ -	$ 500,000	$ -	$ 500,000	$ -	$ 500,000	$ -	$ 500,000	$ 500,000
Basin 12 Remedial Measures Phase 4-9 (Construction)	$ -	$ -	$ 5,000,000		$ 5,000,000	$ -	$ 5,000,000	$ -	$ 5,000,000	$ -	$ 5,000,000
Basin 10 & 14 Construction Phase 3 (Construction)†	$ 3,426,143	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Basin FL01 Capacity Improvements (5-Year LOS in EJ Area)(Design & Construction)	$ -	$ -	$ 6,000,000	$ 6,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Massard Wastewater Pump Station & Wet Weather Treatment (Design and Construction) (Package B from Massard Master Plan)	$ -	$ 9,000,000	$ 45,000,000	$ 45,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Basin P004 Capacity Improvements (5-Year LOS in EJ Area)(Design & Construction)	$ -	$ -	$ 300,000	$ 3,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Basin 12 Capacity Improvements Phase I (5-Year LOS in EJ Area)(Design & Construction)	$ -	$ -	$ 400,000	$ 4,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Total	**$ 113,084,553**	**$ 65,470,000**	**$ 98,200,000**	**$ 101,974,000**	**$ 49,000,000**	**$ 37,800,000**	**$ 45,300,000**	**$ 40,800,000**	**$ 47,300,000**	**$ 42,800,000**	**$ 45,800,000**

† 2025 projects completed or nearly completed

ᵠ Construction Projects Approved 11-04-2025

ᵠ Design Projects Approved 11-04-2025

MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

FROM: Jeff Dingman, Acting City Administrator

DATE: May 11, 2026

SUBJECT: Friendship Pact with the City of Lask, Poland

SUMMARY

In May, 2025, Polish Air Force Major General Ireneusz Nowak, Inspector of the Polish Air Force, visited the Ebbing Air National Guard Base (ANGB) in Fort Smith to participate in a ceremony recognizing the Initial Operational Capability (IOC) of Ebbing ANGB to perform pilot training for the F-35A Lighting II platform as part of the United States' Foreign Military Sales (FMS) program.

The first pair of F-35A jets arrived in Fort Smith as part of the FMS pilot training program in December, 2024, and those first two jets belonged to the Polish Air Force. The May, 2025 IOC Ceremony marked a significant milestone in the FMS program at Ebbing ANGB as it celebrated the first two pilots trained on the F-35A Lighting II at the base. General Nowak highlighted the training received at Ebbing as a key step in building trust, interoperability, and deep bonds with U.S. counterparts, especially noting his pride that Poland was the first FMS F-35 partner to reach this phase of pilot training Ebbing.

Polish F-35 pilots on active duty are stationed at Lask Air Base, near the City of Lask (pronounced "Wahsk") when they finish their training and return to Poland, and a detachment of the US Air Force has been permanently stationed at Lask Air Base since 2012. During General Nowak's visit to Fort Smith, he remarked to Fort Smith Mayor George McGill that the City of Lask and the City of Fort Smith will develop a special bond as Polish pilots continue to train at Ebbing in the years to come. In continuation of that sentiment, the Board of Aldermen for the Town of Lask approved participation in a Friendship Pact with the City of Fort Smith. Such a relationship is familiar to the City of Fort Smith in its Sister City relationships with the cities of Cisterna and Nago-Torbole in Italy, both of which are based on a shared military history with Fort Smith.

Presented for the Board's consideration at its May 19, 2026 regular meeting is a Resolution approving and authorizing the Mayor to sign a Friendship Pact with the Town of Lask, Poland, recognizing each city's role in a shared commitment to integrating the local community with the military community and establishing bonds between the two communities in the spirit of friendship and peace.

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

ATTACHMENTS

1. 20260519_Resolution_-_City_of_Lask.pdf
2. 20260511 Friendship Pact 2026.pdf

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FRIENDSHIP PACT WITH THE CITY OF LASK, POLAND

WHEREAS, the City of Fort Smith proudly hosts and serves all military personnel and their families associated with the Foreign Military Sales F-35 Pilot Training Center Program at Ebbing Air National Guard Base in Fort Smith; and

WHEREAS, the first pilots completing their F-35A Lightning II training at the Ebbing ANGB in 2025 were members of the Polish Air Force, who upon completing their training operated out of Lask Air Base near the City of Lask, Poland; and

WHEREAS, recognizing the new and ongoing connection between the cities of Fort Smith, Arkansas and Lask, Poland when military personnel train in Fort Smith and then operate out of Lask, the two cities wish to establish and formalize that connection; and

WHEREAS, a Friendship Pact establishing bonds between the communities of Lask, Poland and Fort Smith, Arkansas in the spirit of friendship and peace is presented as a basis for developing cooperation and ensuring a better and mutual understanding between the two cities.

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

Section 1. The Friendship Pact promoting mutual friendship and cooperation between the City of Fort Smith, Arkansas and the City of Lask, Poland, incorporated herein by reference, is hereby approved.

Section 2. The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, the Friendship Pact as approved in Section 1.

This Resolution adopted this _____ day of May, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____
City Attorney

FRIENDSHIP PACT (2026)

between the City of Łask, Poland,

represented by the Honorable Mayor Monika Mrowińska,

and the City of Fort Smith, Arkansas,

represented by the Honorable Mayor George McGill,

hereinafter referred to as the "Parties."

WHEREAS, the City of Łask, Poland, and the City of Fort Smith, Arkansas, are connected by a shared commitment to integrating the local community with the military community, including cooperation between communities from other countries – soldiers of allied forces hosting in their territories, which fosters cooperation, mutual understanding, and a developing partnership based on strategic cooperation and joint actions in the field of defense at the international level.

In order to establish bonds between the communities of Łask and Fort Smith in the spirit of friendship and peace, believing that this is a fundamental basis for developing cooperation and ensuring a better and mutual understanding of their histories, the following is agreed and decided:

Article 1

The Parties undertake to promote mutual friendship and cooperation, with particular emphasis on developing common understanding, professional cooperation, and the involvement of local communities. Joint activities to integrate the local community with representatives of allied forces and related pilot training initiatives will be of particular importance, as they constitute the basis for a long-term partnership and alliance-building.

Article 2

To achieve the objectives set forth in Article 1, the Parties will support exchange and cooperation between cultural, educational, and social institutions. These activities may include the exchange of knowledge, exhibitions, and programs showcasing the heritage of both cities, the values of local communities, and their role in international defense cooperation.

Article 3

The Fort Smith community undertakes to support the educational needs of children of families arriving in the region from Poland. By providing access to high-quality educational opportunities and appropriate resources, the community reaffirms its commitment to creating conditions conducive to the educational development of students, while strengthening the bonds of friendship and cooperation between the communities of both cities. The Łask Municipality is committed to supporting the educational needs of children of families coming from the United States to Poland on a reciprocal basis.

Article 4

The Parties shall support the establishment of new contacts between businesses located in the Łask Municipality and the City of Fort Smith and shall endeavor to exchange experiences in the functioning of local government.

Article 5

Future initiatives or activities arising from this pact will be publicly communicated and jointly coordinated by designated representatives, including the Mayor and City Administrator of Fort Smith and the Mayor of Łask in Poland.

Article 6

This pact provides a formal framework for developing and maintaining long-term cooperation between the Łask Municipality and the City of Fort Smith. Through joint programs and activities, the Parties will develop mutual respect, appreciate cultural diversity, and strengthen the alliance based on existing cooperation.

FRIENDSHIP PACT

_____

Mayor of Łask, Poland

Monika Mrowinska

_____

Mayor of Fort Smith, Arkansas

George McGill

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Chris Hoover, Grants & Government Relations Manager

DATE: May 5, 2026

SUBJECT: 2026 Arkansas Hazard Mitigation Grant Program Notice of Intent Submission

SUMMARY

The Arkansas Division of Emergency Management has announced that they are now accepting Notices of Intent (NOI) for the 2026 Arkansas Hazard Mitigation Grant Program. The goal of the program is to assist local jurisdictions that have suffered repetitive disaster losses by funding permanent, long-term solutions. In consulting with City Administration and the Department of Engineering, it has been determined that submitting two NOI for the following projects would increase funding chances by the Arkansas Division of Emergency Management: Mill Creek Bank Stabilization project and the Riverbank Stabilization project.

This grant program comes at a 75% state and 25% local rate basis. Where state project costs are capped at $300,000 and the local match up to $100,000 for a total grant of up to $400,000 per project if awarded. Below are the estimated total costs per project:

-Mill Creek Bank Stabilization-$2,214,000
-Riverbank Stabilization-$2,600,000

Please contact Director of Engineering Todd Mittge if you have questions about any of the projects, or me if you have questions about the Arkansas Hazard Mitigation Grant Program.

ATTACHMENTS

1. Mill_Creek_AHMGP_Resolution_-_Copy.pdf
2. MILL_CREEK_23-06-A (1).pdf
3. 2026 NOI Form.pdf

GRANT AMOUNT: *$400,000*
GRANT NAME: *Arkansas Hazard Mitigation Grant Program*
GRANT AGENCY: *Arkansas Division of Emergency Management*

RESOLUTION NO._____

6B

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A NOTICE OF INTENT TO THE ARKANSAS DIVISION OF EMERGENCY MANAGEMENT FOR THE 2026 ARKANSAS HAZARD MITIGATION GRANT PROGRAM-MILL CREEK BANK STABILIZATION PROJECT

WHEREAS, the City of Fort Smith Board of Directors understands the Arkansas Division of Emergency Management is currently accepting Notices of Intent for the 2026 Arkansas Hazard Mitigation Grant Program; and

WHEREAS, the City of Fort Smith has determined the Mill Creek Bank Stabilization project meets the eligibility requirements necessary to submit a Notice of Intent to the 2026 Arkansas Hazard Mitigation Grant Program; and

WHEREAS, the City of Fort Smith Board of Directors understands that if awarded a local match of 25% will be required in the amount of $100,000 and that the state share of 75% will be $300,000 for a total grant amount of $400,000; and

WHEREAS, the Fort Smith Board of Directors understands that a Notice of Intent submission does not guarantee funds will be awarded.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

Section 1: The Acting City Administrator is hereby authorized to submit a Notice of Intent to the 2026 Arkansas Hazard Mitigation Grant Program administered by the Arkansas Division of Emergency Management for the Mill Creek Bank Stabilization project for a total grant amount of $400,000

Section 2: The Acting City Administrator is hereby authorized to work with the Arkansas Division of Emergency Management on any formal application that may be required for the 2026 Arkansas Hazard Mitigation Grant Program.

This Resolution adopted this _____day of ___MAY___, 2026.

APPROVED:

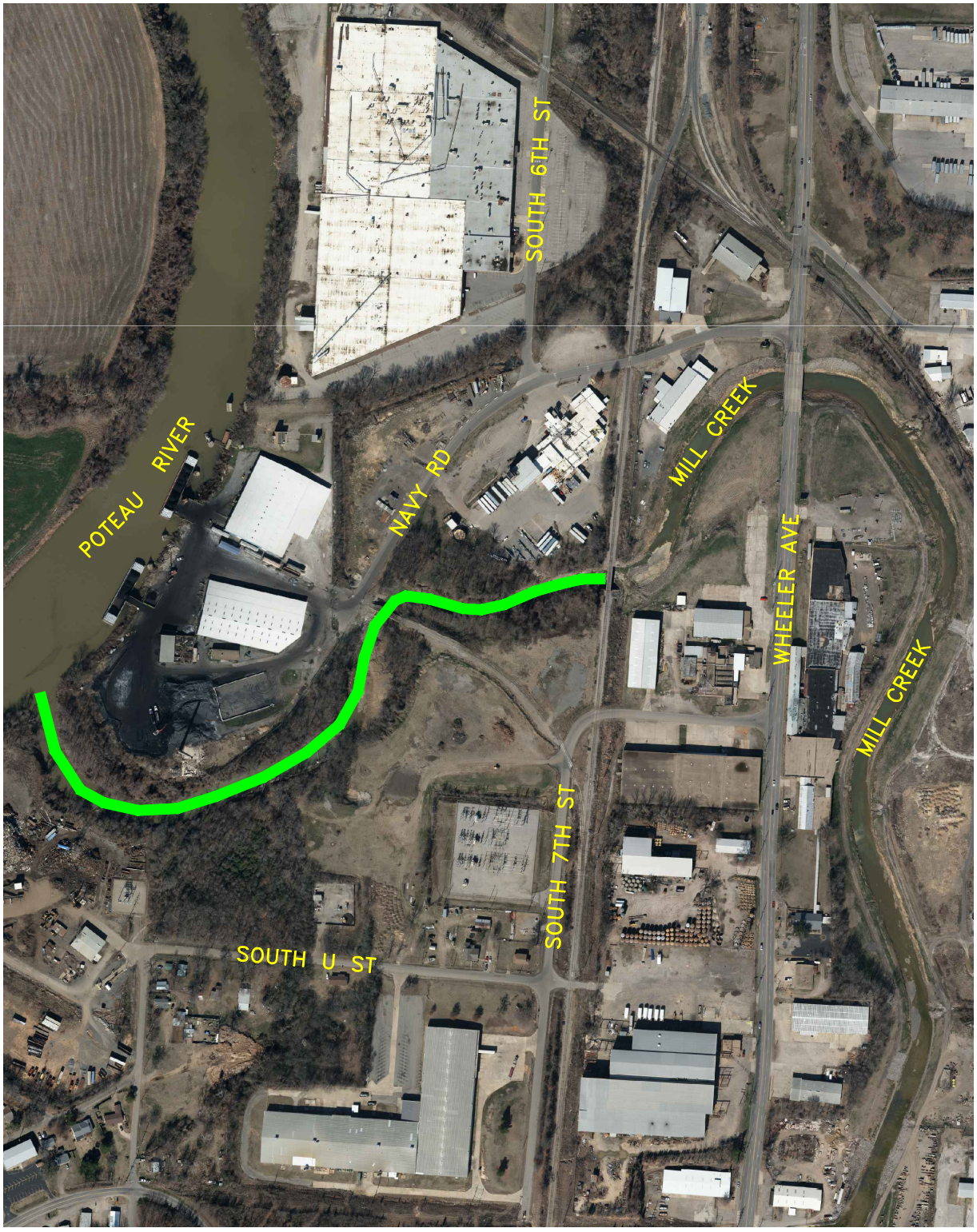
_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form:

_____
No Publication Required



2023 CAPITAL IMPROVEMENTS PROGRAM

MILL CREEK BANK STABILIZATION

The City of Fort Smith ARKANSAS

Project:	23-06-A
Date:	JAN. 2023
Scale:	NONE
Drawn By:	RBR

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Hazard Mitigation Notice of Intent Form

2026

ARKANSAS DIVISION OF EMERGENCY MANAGEMENT

Applicant Name:		**UEI:**	
Address:		**County:**	
Point of Contact:		**Phone:**	
Email Address:		**Grant:**	
Project Title:			

MITIGATION PLAN REQUIREMENT	
Is the jurisdiction covered by a current FEMA approved Mitigation Plan? Name of the plan:	Yes: ◯ No: ◯ Plan approval date:
Describe how the proposed project relates to the plan:	

SCOPE OF WORK

(This section only required for projects. Does not apply to mitigation planning)

Provide a detailed description of the project: *(Attach additional documentation if necessary)*

Explain how the project reduces hazard risk to the jurisdiction:

Have there been previous damages/repairs related to this project?

Year	*Estimated Cost*	*Damages/Repairs Description*

List the specific area affected by the proposed project *(County/City/Subdivision/Street):*

Number of individuals this project will protect:

Does the project protect a critical facility? If yes, please explain:

Does the community qualify as an economically disadvantaged community based on the Federal designation of a small and impoverished community? *If yes, please provide supporting documentation.* ◯: ◯:

Please submit any preliminary drawings, site photos, H&H studies, Public Assistance worksheets, etc. that will support your scope of work.

WORK SCHEDULE

Please include all tasks necessary to implement this mitigation project, the duration for each task, and who will complete it.
Please attach a full work schedule if the space provided is not sufficient.

Description of Task	*Duration*	*Work Completed By*

COST ESTIMATE

Please attach a full cost estimate if the space provided is not sufficient.

Item Name	*Cost Estimate*
Total Cost Estimate:	

COST SHARE

Total Cost Estimate:		
	Dollars	*Percentage*
Proposed Federal or State Share:		
Proposed Local Jurisdiction Share:		

ADDITIONAL INFORMATION

Has a NOI for this project previously been submitted to ADEM that went unfunded? Yes ◯ No ◯
Date NOI was submitted:
Does the community participate in the National Flood Insurance Program (NFIP)? Yes ◯ No ◯

All information in this Notice of Intent is true and correct and the document has been duly approved by the governing body of the applicant.

Name/Title (print) *Must have authority to commit funds.*

Authorized Official Email Address

Signature

Date

Disclaimer: This is not an application and does not constitute funding approval by ADEM or FEMA. DO NOT begin project without prior written approval.

RESOLUTION NO._____

6C

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A NOTICE OF INTENT TO THE ARKANSAS DIVISION OF EMERGENCY MANAGEMENT FOR THE 2026 ARKANSAS HAZARD MITIGATION GRANT PROGRAM- RIVERBANK STABILIZATION PROJECT

WHEREAS, the City of Fort Smith Board of Directors understands the Arkansas Division of Emergency Management is currently accepting Notices of Intent for the 2026 Arkansas Hazard Mitigation Grant Program; and

WHEREAS, the City of Fort Smith has determined the Riverbank Stabilization project meets the eligibility requirements necessary to submit a Notice of Intent to the 2026 Arkansas Hazard Mitigation Grant Program; and

WHEREAS, the City of Fort Smith Board of Directors understands that if awarded a local match of 25% will be required in the amount of $100,000 and that the state share of 75% will be $300,000 for a total grant amount of $400,000; and

WHEREAS, the City of Fort Smith Board of Directors Understands that the Arkansas Division of Emergency Management allows municipalities and counties to submit multiple Notices of Intent to the 2026 Arkansas Hazard Mitigation Grant Program, but requests that submissions be ranked in the order of priority that they shall be considered for award; and

WHEREAS, the Fort Smith Board of Directors understands that a Notice of Intent submission does not guarantee funds will be awarded.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

Section 1: The Acting City Administrator is hereby authorized to submit a Notice of Intent to the 2026 Arkansas Hazard Mitigation Grant Program administered by the Arkansas Division of Emergency Management for the Riverbank Stabilization project for a total grant amount of $400,000

Section 2: The Acting City Administrator is hereby authorized to work with the Arkansas Division of Emergency Management on any formal application that may be required for the 2026 Arkansas Hazard Mitigation Grant Program.

Section 3: That the Notice of Intent to 2026 Arkansas Hazard Mitigation Grant Program for the Riverbank Stabilization Project shall be ranked as project ____ of 2 for consideration as determined by the Fort Smith Board of Directors.

This Resolution adopted this _____day of ___MAY___, 2026.

APPROVED:

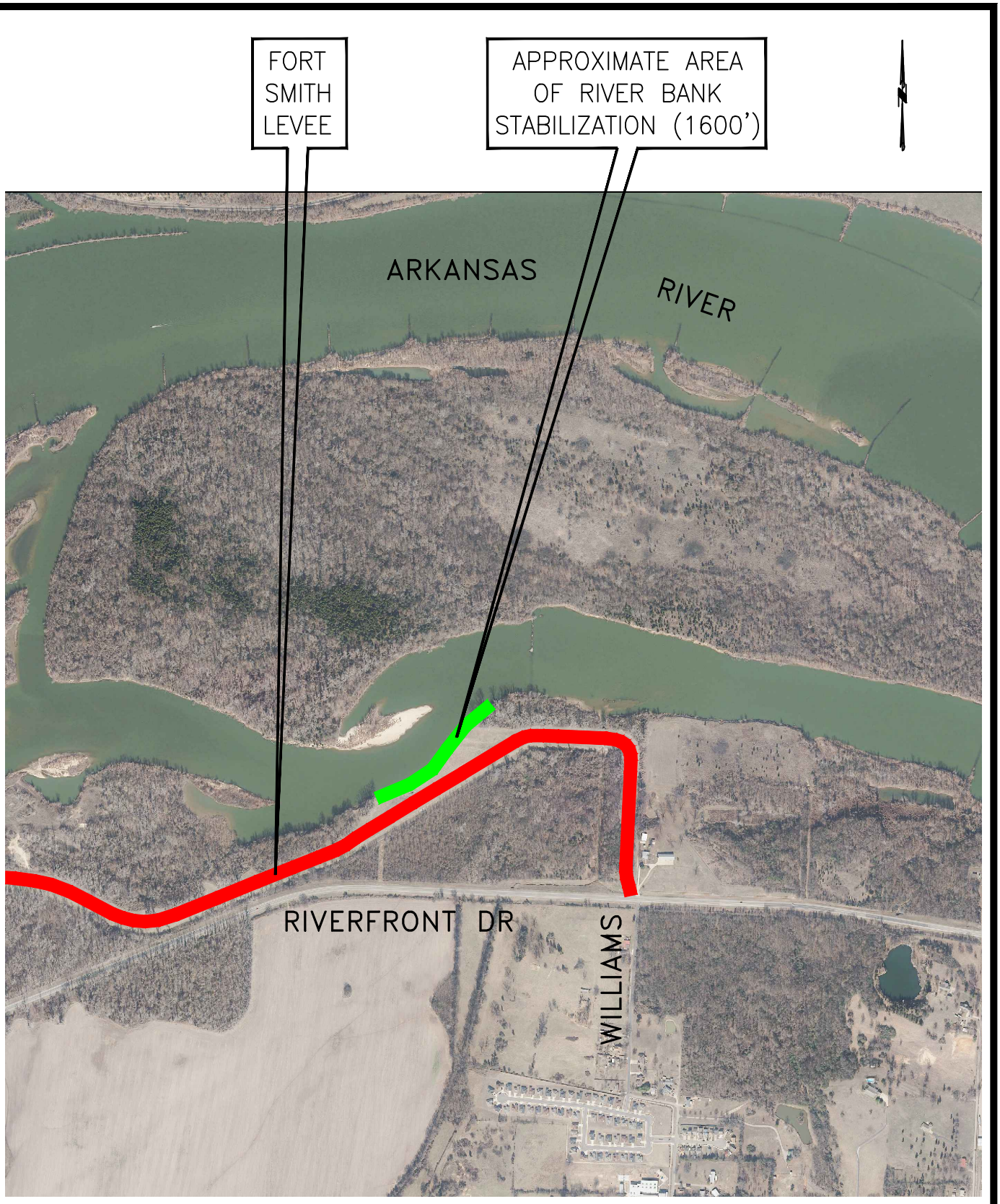
_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form:

_____
No Publication Required



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2024 CAPITAL IMPROVEMENTS PROGRAM

RIVER BANK STABILIZATION

The City of Fort Smith ARKANSAS

Project:	20-06-A
Date:	OCT. 2023
Scale:	NONE
Drawn By:	RBR

Hazard Mitigation Notice of Intent Form

2026

ARKANSAS DIVISION OF EMERGENCY MANAGEMENT

Applicant Name:		**UEI:**	
Address:		**County:**	
Point of Contact:		**Phone:**	
Email Address:		**Grant:**	
Project Title:			

MITIGATION PLAN REQUIREMENT	
Is the jurisdiction covered by a current FEMA approved Mitigation Plan? Name of the plan:	Yes: ◯ No: ◯ Plan approval date:
Describe how the proposed project relates to the plan:	

SCOPE OF WORK

(This section only required for projects. Does not apply to mitigation planning)

Provide a detailed description of the project: *(Attach additional documentation if necessary)*

Explain how the project reduces hazard risk to the jurisdiction:

Have there been previous damages/repairs related to this project?

Year	*Estimated Cost*	*Damages/Repairs Description*

List the specific area affected by the proposed project *(County/City/Subdivision/Street):*

Number of individuals this project will protect:

Does the project protect a critical facility? If yes, please explain:

Does the community qualify as an economically disadvantaged community based on the Federal designation of a small and impoverished community? *If yes, please provide supporting documentation.* ◯: ◯:

Please submit any preliminary drawings, site photos, H&H studies, Public Assistance worksheets, etc. that will support your scope of work.

WORK SCHEDULE

Please include all tasks necessary to implement this mitigation project, the duration for each task, and who will complete it.
Please attach a full work schedule if the space provided is not sufficient.

Description of Task	*Duration*	*Work Completed By*

COST ESTIMATE

Please attach a full cost estimate if the space provided is not sufficient.

Item Name	*Cost Estimate*
Total Cost Estimate:	

COST SHARE

Total Cost Estimate:		
	Dollars	*Percentage*
Proposed Federal or State Share:		
Proposed Local Jurisdiction Share:		

ADDITIONAL INFORMATION

Has a NOI for this project previously been submitted to ADEM that went unfunded? Yes ◯ No ◯
Date NOI was submitted:
Does the community participate in the National Flood Insurance Program (NFIP)? Yes ◯ No ◯

All information in this Notice of Intent is true and correct and the document has been duly approved by the governing body of the applicant.

Name/Title (print) *Must have authority to commit funds.*

Authorized Official Email Address

Signature

Date

Disclaimer: This is not an application and does not constitute funding approval by ADEM or FEMA. DO NOT begin project without prior written approval.

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Joshua D. Robertson, Director of Citizen Services

DATE: May 12, 2026

SUBJECT: Miss Laura's Brothel Museum Siding Replacement

SUMMARY

This item is a resolution to award the bid for the Miss Laura's Brothel Museum Siding Replacement Project to Russell Exterior in the amount of $124,450.

The project consists of replacing deteriorated exterior siding at the historic Miss Laura's Brothel Museum with new Hardie Board siding that better fits the scope and long-term needs of the facility. The project will help preserve the structure, reduce ongoing maintenance concerns, and improve the exterior condition of the building.

A total of four contractors submitted bids for the project. Russell Exterior was determined to be the lowest responsive and responsible bidder that met the project scope requirements.

This project was previously discussed with the Board during the January 13 Study Session. Funds for the project are available within the approved project budget and were a part of the 2025 budget that the Board approved to carry over into 2026.

ATTACHMENTS

1. Resolution_-_Miss_Lauras_Siding_Replacement.pdf
2. Signed Bid Tab; RFP 1114-S413-BA.pdf
3. Russell Ext -Miss Laura's Contract.pdf
4. Exhibit1-Hardie.pdf
5. Exhibit 2.pdf

FISCAL IMPACT: *$124,450.00*
BUDGET INFORMATION: *Budgeted / Miss Laura's - General Fund*

RESOLUTION NO. _____ **6D**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RUSSELL EXTERIOR LLC FOR THE MISS LAURA'S BROTHEL MUSEUM SIDING REPLACEMENT PROJECT.

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

Section 1: The contract with Russell Exterior LLC for the Miss Laura's Brothel Museum Exterior Siding Replacment Project located at 2 North B Street, Fort Smith, Arkansas, in the amount of $124,450.00, said contracted 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 contract approved by Section 1 hereof.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2026.

APPROVED:

_____

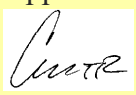
Mayor

ATTEST:

_____

City Clerk

Approved as to form:



_____npr

Bid Tabulation Sheet

RFP 1114-S413-BA Miss Laura's Siding Repair

Bid Opening				Project Cost	Bond Cost	Bid Total
Date:	4/13/2026	Read By:	Zack Shaver			
Time:	2:30 PM	Witness:	Angel Tracy			
Bid Submitted By:						
Top Notch Roofing, LLC (hardie)				$141,991.15	$7,099.55	$149,090.70
Top Notch Roofing, LLC (cedar)				$156,119.24	$7,805.96	$163,925.20
Absolute Roofing & Construction (hardie)				$139,999.00	$6,999.95	$146,998.95
Russell Exterior (smartside)				$123,390.00	$6,169.50	$129,559.50
Russell Exterior (cedar)				$145,375.00	$7,268.75	$152,643.75
Russell Exterior (hardie) ✓				**$124,450.00**	**$6,222.50**	**$130,672.50**
Nabholz Construction (hardie)				$132,500.00	$6,625.00	$139,125.00
Nabholz Construction (cedar)				$196,000.00	$9,800.00	$205,800.00

Andrew Richards

Approved By

Advertised in Democrat Gazette on March 29th and April 5th
Emailed to 20 known bidders on March 27th
Placed on City website from March 27th until April 13th
Bids opened on April 13th at 2:30 at The Blue Lion

RUSSELL EXTERIOR

Contract

Property Owner: The City of Fort Smith

Project Address: 2 North B Street Fort Smith AR 72901

Contact Name: Angel Tracy

Contact Phone Number: 479-236-7296

Contact Email: angel@discoverfortsmith.com

Beginning on or after 5/13/2026, Russell Exterior will provide the Property Owner the following services:

- Removal and disposal of old siding materials
- Inspection and repair of underlaying structure as needed
- Installation of new Hardie Siding as described in the estimate. Said estimate is attached as Exhibit 1 and is incorporated herein.
- Site cleanup and debris removal

The above Services can be performed between the hours of 7:00 a.m. and 8:00 p.m. Monday through Sunday, provided that the Services will be performed only if weather conditions are favorable, in order to ensure an acceptable finished product.

Russell Exterior shall have until September 1, 2026 to substantially complete and finalize all work required under this Agreement. The parties acknowledge that this date serves as the final deadline for the project completion unless extended by mutual written agreement due to unforeseen circumstances, acts of God, delays caused by material shortages, weather, or other events beyond the control of Russell Exterior.

All work is to be completed by Russell Exterior in a professional manner and in accordance with industry standards.

Russell Exterior will carry all needed insurance. Said insurance is attached as Exhibit 2 and is incorporated herein.

Russell Exterior shall provide all labor, materials, tools, equipment, and supervision required to do the above described Services on the Work Site.

This agreement may be terminated by either party in writing if the other party breaches any material terms of the contract and does not remedy the breach within a reasonable period.

This Contract shall be governed by the laws of Arkansas.

Property Owner Initials _____

Additional Charges:

The Property Owner agrees to provide access to the property and a safe work environment for Russell Exterior's employees. Any additional work required due to site conditions not disclosed to Russell Exterior, or which could not be reasonably anticipated, are not included in the Contract Price and could result in an additional charge to the Contract Price.

Any work requested in addition to the services listed on page one of this contract is considered an extra and is not included in the Contract Price. Any alteration from the Services involving extra costs will be executed only upon written orders and will become an extra charge to the Contract Price.

Any unforeseen damage uncovered during the job may result in additional charges, which will be discussed with and approved by the property owner before proceeding.

Property Owner Initials _____

Retail Bids & Insurance:

If this project is being completed under a retail bid and you choose to submit it to your insurance company, please note that Russell Exterior will not be responsible for any communication or coordination with your insurance provider on your behalf. This includes, but is not limited to, filing claims, supplementing, requesting depreciation, or handling any other insurance-related matters.

Once your project is completed and paid in full, we will be happy to provide you with a Certificate of Completion upon request. All insurance-related tasks and communications remain solely the homeowner's responsibility.

Property Owner Initials _____

Materials Disclaimer:

Russell Exterior orders extra materials for every project to ensure the job can be completed without delay. Any unused materials remaining at the job site after completion are the property of Russell Exterior. No credits, refunds, or discounts will be given for unused materials.

This applies only to the extra siding materials that Russell Exterior provides in advance of the project. It does not apply to additional materials that may be required due to unforeseen conditions.

Property Owner Initials _____

Exclusions & Limitations of Liability:

Russell Exterior will use its best efforts DAILY to clean up all material and debris left after completion of the Services but is not responsible for nails left on/at the Work Site after the job has been completed and the City has inspected.

Russell Exterior is specifically not responsible for damage to or re-positioning of satellite dishes, damaged interior air conditioner lines, or damaged interior gas lines.

Property Owner Initials _____

Job Completion:

Upon completion of the work, the Property Owner agrees to inspect the project and notify Russell Exterior of any issues or concerns within seven days. Failure to notify Russell Exterior within this period will be deemed as acceptance of the work.

Any defects in the workmanship will be repaired or replaced, at the discretion of Russell Exterior, at no cost to the Property Owner within five years of completion of Services. Material warranties must be provided by the manufacturer. Damage to the Work Site from other persons or from weather events including, but not limited to, hail, ice, snow, wind, lightning, and other “acts of God,” are not included in this warranty.

Property Owner Initials _____

Lien Disclaimer:

The Property Owner acknowledges and agrees that under state law, contractors, subcontractors, and material suppliers who perform work or provide materials on a property may have the legal right to file a mechanic's lien against the property if they are not paid. If payment is not received within the time agreed upon in this contract or within any extended terms mutually agreed upon in writing, the Property Owner hereby authorizes Russell Exterior to take all legal steps necessary to secure payment. Should a lien be filed and legal action become necessary to collect the outstanding balance, the Property Owner agrees to be responsible for all reasonable attorney's fees, court costs, and associated collection costs incurred by Russell Exterior.

Property Owner Initials _____

Materials and Colors:

Manufacturer: James Hardie

Type: HardiePlank Cedarmill Lap Siding - 8.25"

Siding Color: Primed - to be painted

Soffit / Fascia Color: not replacing - to be painted

The property owner acknowledges that any changes to these selections may result in additional costs and possible project delays.

Property Owner Initials _____

Additional Work (if any): N/A Color: N/A

Additional Amount (if any): $ N/A

Total Contract Price: $ 124,450.00

Payment Schedule:

Deposit Due at Signing: $ 37,335.00

Remaining Balance Due Upon Completion: $ 87,115.00

Property Owner Initials _____

By signing below, both parties agree that they have read, understood, and agree to all terms, conditions, and pricing outlined above in this contract

_____ _____

Property Owner Date

Jesse Russell 5/13/2026

Russell Exterior LLC Date

Exhibit 1 - Hardie

05/13/2026

Russell Exterior LLC
4514 S. 16th St., Fort Smith, AR 72901
Phone: 479-551-2093

Company Representative
Jesse Russell
Phone: (479) 551-2093
11jrussell@gmail.com

Rotten or damaged Window/Molding Trims will match what is there using Pine/Cedar lumber.
Dormer/Shed Cedar Round Siding will match what is there.
Field Siding will be JamesHardie Lap Siding with a 7" exposure (existing is 4.5" exposure)
Corner Trims will be James Hardie 1"x6" boards (No Quarterround)
Base Trim Boards will be PVC Trim/Molding Boards

Housewrap structure before installing siding

Paint all siding, trims, etc. (Everything will get new paint)

The City of Fort Smith -
Miss Laura's Brothel Museum
2 North B Street
Fort Smith, AR 72901
(479) 236-7296

Job: The City of Fort Smith -

Siding Section

James Hardie HZ10 HardiePlank Cedarmill Lap Siding - 8.25" - Primed
Field Siding

James Hardie HZ10 HardieTrim 5/4 Rustic Grain Board - 5.5" - Sanded Edge - Primed
Corners

Western Red 18" Fancy Cut Shingle- Round
Dormer/Shed Gable Siding

1x6x12 Quality Pine
Rotten Window Trim

1x4 PVC Trim Board
Base Ledger

1x10 PVC Trim Board
Base Trim

PVC Crown Moulding
Base Trim Crown

Moldings (Pine) Crown
Rotten Crown/Moldings

2x4x8 Red Cedar
Rotten Window Bases

ACM Painted Aluminum Trim Coil - 24"x50'
Base Flashings

Prime Source Grip-Rite Housewrap - 9'x150'

Electro Galvanized Siding Coil Nails - Ring Shank - 2"x.092" (7200 Cnt)

Prime Source Finish Nails - 16GA - 2 1/2"

Labor- Siding/Trim Repairs

Painting Material and Labor

Exterior Painting Services:

SCOPE OF WORK

Provide all labor, materials, and equipment to complete a full exterior repaint of the building. Work includes:

Power washing entire exterior
Surface preparation (caulking, sealing, minor prep)

Full repaint of building exterior:
Body color: Cream
Trim color: Green (inverted color scheme)
Two (2) finish coats on all surfaces
Fascia and soffit will be painted as previously discussed with customer.
Protection of surrounding areas.
Final cleanup and touch-ups

INCLUDED SERVICES

1. PRESSURE WASHING
Full building wash to remove dirt, mildew, and debris
Includes all elevations and trim

2. SURFACE PREPARATION
Caulking of joints, seams, windows, and trim
Minor surface prep as needed

3. PRIMING
Application of primer to all new siding (Possible Cedar)

4. PAINT APPLICATION
Spray and back roll application for siding
Brush and roll for trim and detailed areas
Two full coats on body and trim

5. EQUIPMENT
Boom lift rental for multi-story access
All ladders, sprayers, and safety equipment included

MATERIALS INCLUDED
70–75 gallons exterior body paint
22–28 gallons trim paint
30–35 gallons primer FOR CEDAR ONLY
120–180 tubes of caulking
Masking materials, tape, plastic, and sundries

$124,450.00

TOTAL	$124,450.00

Company Authorized Signature _____ Date _____

Customer Signature _____ Date _____

Customer Signature _____ Date _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2026

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

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

PRODUCER
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova, CA 95742

License#: 0F82764

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 877-308-9663 **FAX (A/C, No):** 916-400-2625
E-MAIL ADDRESS: certs@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Trisura Specialty Insurance Company	16188
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : American Interstate Insurance Company	31895
INSURER D : Ohio Casualty Insurance Company	24074
INSURER E :	
INSURER F :	

INSURED
Russell Exteriors, LLC
4514 S 16Th St.
Fort Smith, AR 72901

RUSSEXT-01

COVERAGES **CERTIFICATE NUMBER:** 102894768 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NRG-DBG-GL19116	2/10/2026	2/10/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5347680900	1/4/2026	1/4/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCAR3198592025	7/24/2025	7/24/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
D D	Equipment Floater Equipment Floater			BMO59943799 BMO59943799	6/4/2025 6/4/2025	6/4/2026 6/4/2026	Leased/Rented Equip. Deductible	$25,000 $1,000

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

CERTIFICATE HOLDER

The City of Fort Smith
2 North B St
Fort Smith AR 72901

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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City of Fort Smith Planning & Zoning

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

FROM: Maggie Rice, Deputy City Administrator

DATE: May 11, 2026

SUBJECT: Temporary Revocable License for the placement of a wall, landscaping, and signage in a public utility easement at 5416 South X Street for Royal Ridge Holdings, LLC

SUMMARY

Brixey Engineering and Land Surveying, agent for Royal Ridge Holdings LLC, has requested a Temporary Revocable License to allow the placement of a wall, landscaping and associated irrigation, and signage in a public utility easement at 5416 South X Street. The encroachment includes a portion of the dumpster screening, landscaping, wall signage, and mailboxes on the northwesterly side the development within a portion of the fifteen (15) feet public utility easement. Exhibit A shows the proposed improvements within the portion of the easement.

The request was reviewed by all franchise utilities and appropriate city departments. There were no objections to the request.

Enclosed is a copy of the agreement signed by the authorized Royal Ridge Holdings, LLC, representative.

Included for the Board's consideration is a Resolution granting the Temporary Revocable License Agreement and authorizing the Mayor to sign the agreement. A copy of the agreement signed by a representative of Royal Ridge Holdings, LLC is also enclosed.

If you have any questions regarding this matter, please contact me.

ATTACHMENTS

1. TRL_Resolution (2).pdf
2. TRL_5416_South_X_Backup.pdf

RESOLUTION NO. _____

A RESOLUTION GRANTING A TEMPORARY REVOCABLE LICENSE FOR THE PLACEMENT OF A WALL, LANDSCAPING, AND SIGN IN A PUBLIC UTILITY EASEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

SECTION 1: A Temporary Revocable License is hereby granted to Royal Ridge Holdings, LLC, its successors or assignee for the placement and maintenance of a wall, landscaping, and sign in a public utility easement at 5416 South X Street as shown on Exhibit "A" and within the following described property:

Beginning at the northeast corner of Country Club Estates, Lot 1A, Block F; thence S 02°51'39" W, 6.00 feet along the east line of said Lot 1A; thence N 87°07'57" W, 239.09 feet; thence S 02°52'03" W, 9.39 feet; thence 12.74 feet along the arc of a curve to the left having a chord bearing S 40°18'47" W, 11.90 feet and a radius of 10.00 feet; thence S 03°48'57" W, 74.07 feet to the north line of Lot 2, Block F, Country Club Estates; thence N 87°19'06" W, 15.00 feet to the west line of said Lot 1A, being the east right of way line of Waldron Road; thence along said west line N 03°48'57" E, 74.37 feet; thence 28.98 feet along the arc of a curve to the right having a Chord Bearing N 59°39'24" E, 27.39 feet and a radius of 25.00 feet to the north line of said Lot 1A, also being the south right of way line of South X Street; thence along said north line S 87°07'57" E, 236.33 feet to the point of beginning, containing 2914.00 square feet.

SECTION 2: The Mayor, his signature being attested by the City Clerk, is authorized to execute the attached agreement for the Temporary Revocable License authorized by Section 1 above.

THIS RESOLUTION ADOPTED THIS _____ DAY OF _____ 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

TEMPORARY REVOCABLE LICENSE AGREEMENT

SECTION 1: On _____ the Board of Directors of the City of Fort Smith, Arkansas, a municipal corporation, hereinafter referred to as "City" passed Resolution No. _____ granting a temporary revocable license to Royal Ridge Holdings, LLC, their successors or assigns, hereinafter referred to as "Licensee" which, subject to the terms and conditions expressed in this Agreement, temporarily allows the placement and maintenance of a wall, landscaping and associated irrigation, and signage within a portion of a fifteen feet (15) public utility easement at 5416 South X Street as shown on Exhibit "A" and within the following described property:

Beginning at the northeast corner of Country Club Estates, Lot 1A, Block F; thence S 02°51'39" W, 6.00 feet along the east line of said Lot 1A; thence N 87°07'57" W, 239.09 feet; thence S 02°52'03" W, 9.39 feet; thence 12.74 feet along the arc of a curve to the left having a chord bearing S 40°18'47" W, 11.90 feet and a radius of 10.00 feet; thence S 03°48'57" W, 74.07 feet to the north line of Lot 2, Block F, Country Club Estates; thence N 87°19'06" W, 15.00 feet to the west line of said Lot 1A, being the east right of way line of Waldron Road; thence along said west line N 03°48'57" E, 74.37 feet; thence 28.98 feet along the arc of a curve to the right having a Chord Bearing N 59°39'24" E, 27.39 feet and a radius of 25.00 feet to the north line of said Lot 1A, also being the south right of way line of South X Street; thence along said north line S 87°07'57" E, 236.33 feet to the point of beginning, containing 2914.00 square feet.

Section 2: It is agreed that the City shall have no responsibility for the maintenance of the dumpster screening, landscaping and associated irrigation, and wall signage, hereinafter referred to as "Improvements". If the improvements are damaged in any manner, same shall be removed by the licensee, or any successor or assignee, at the licensees sole cost and expense (or at the sole cost of any successor or assignee) in a manner meeting the approval of the City Administrator. Additionally, at the sole discretion of the City Administrator, upon thirty (30) days notice from the City Administrator, the licensee or any successor or assignee shall remove the damaged improvements from the public utility easement at the licensees sole cost and expense (or at the sole cost of any successor or assignee) and in a manner meeting the approval of the City Administrator. The licensee, its successor or assignees, shall hold the City harmless from and indemnify the city for all expenses, losses, cost, causes of action and judgments, including legal expense, arising from the placement and maintenance of said improvements. Should any City department require access to the easement, said City department shall have no duty to give prior notice to the licensee in emergency situations. For routine or scheduled maintenance, reasonable notice shall be given if the work may affect any improvement by the licensee. Under any circumstance, the City shall have no responsibility to protect or replace any improvements of the licensee that are across and within the public right-of-way.

SECTION 3: The terms of this temporary license are deemed accepted by the licensee by the licensee's signature below and by any successor or assignee of the licensee by the acquisition of or reliance on the rights to the temporary license granted by the City.

In witness whereof, this document is executed this ____ day of _____, 2026.

CITY OF FORT SMITH, ARKANSAS

BY: _____
George McGill, Mayor of Fort Smith

Attest:

_____
City Clerk

Royal Ridge Holdings, LLC

BY: _____

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this 11 day of May, 2026, before me, the undersigned notary public, personally appeared, Jonathan Griffin, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

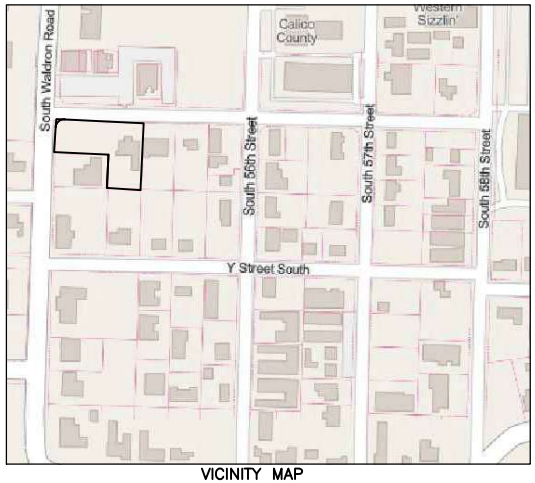
My Commission Expires:

3-21-32

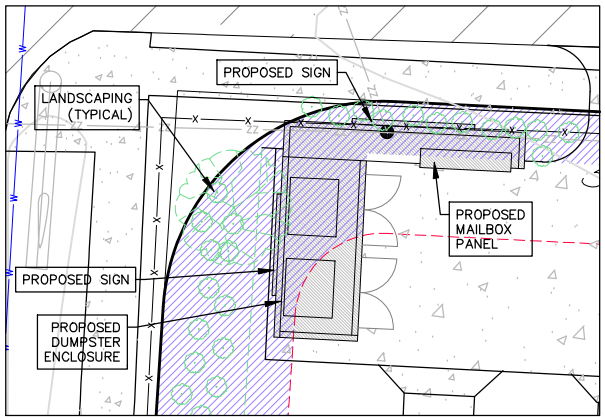
LYNDSEY BURNS
MY COMMISSION EXPIRES 03-21-2032
NOTARY PUBLIC
COMM. # 12718371
SEBASTIAN COUNTY - ARKANSAS

EXHIBIT A

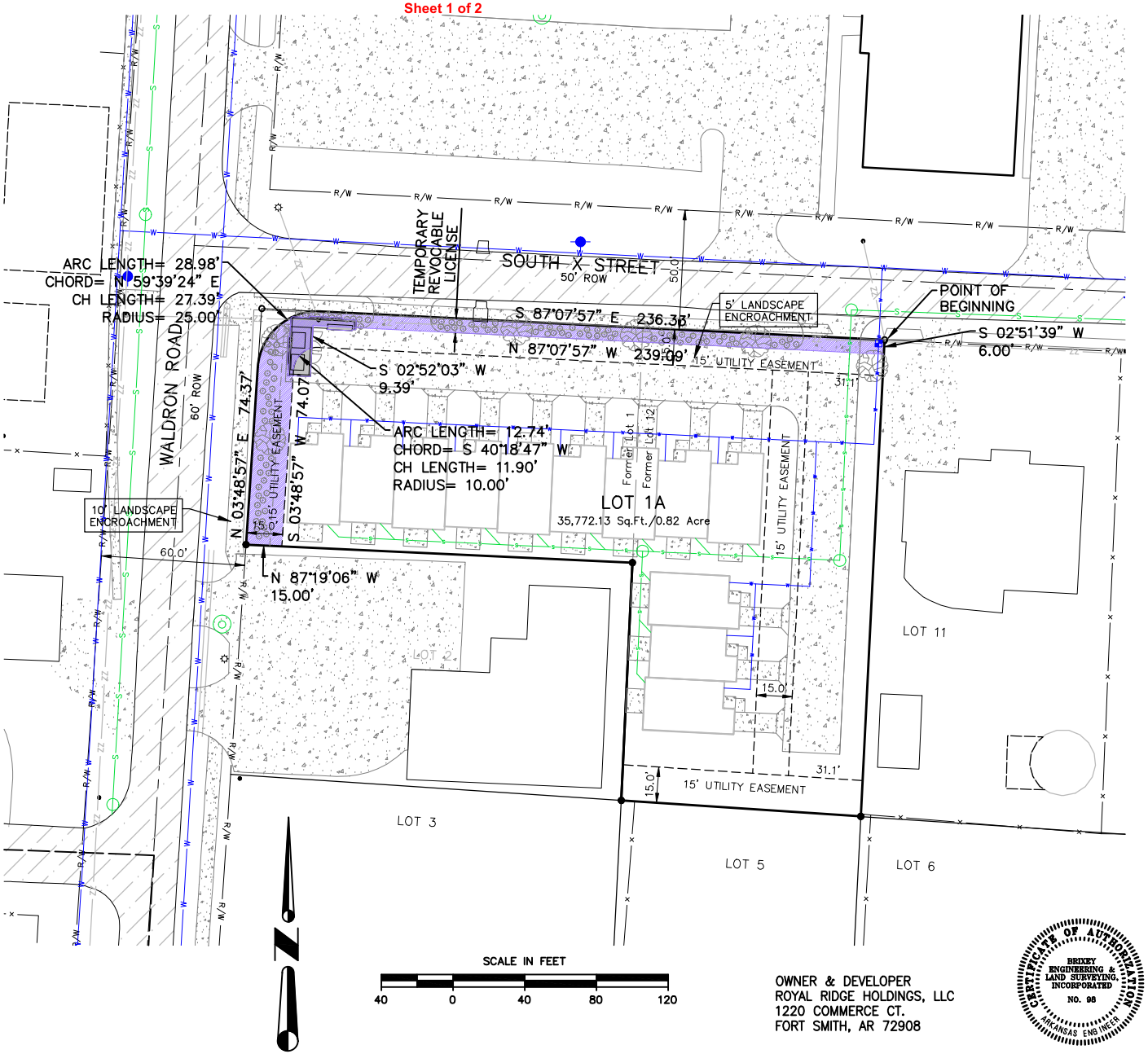
Sheet 1 of 2



VICINITY MAP
NTS



STRUCTURE INSET
SCALE: 1" = 10'



Temporary Revocable License Boundary Description

Beginning at the Northeast corner of Lot 1A Block F Country Club Estates; thence S 02°51'39" W, 6.00 feet along the East line of said Lot 1A; thence N 87°07'57" W, 239.09 feet; thence S 02°52'03" W, 9.39 feet; thence 12.74 feet along the Arc of a curve to the left having a Chord Bearing S 40°18'47" W, 11.90 feet and a Radius of 10.00 feet; thence S 03°48'57" W, 74.07 feet to the North line of Lot 2 Block F Country Club Estates; thence N 87°19'06" W, 15.00 feet to the West line of said Lot 1A being the East right of way line of Waldron Road; thence along said West line N 03°48'57" E, 74.37 feet; thence 28.98 feet along the Arc of a curve to the right having a Chord Bearing N 59°39'24" E, 27.39 feet and a Radius of 25.00 feet to the North line of said Lot 1A also being the South right of way line of South X Street; thence along said North line S 87°07'57" E, 236.33 feet to the point of beginning, containing 2914.00 square feet.

© BRIXEY ENGINEERING & LAND SURVEYING, INC. 2026
Any unauthorized use of this drawing or data by others is at the sole risk of the user. Brixey Engineering & Land Surveying, Inc. shall be held harmless and without liability from claims, costs or damages of any nature including costs of defense arising from improper use of this drawing or data, or by another party.

OWNER & DEVELOPER
ROYAL RIDGE HOLDINGS, LLC
1220 COMMERCE CT.
FORT SMITH, AR 72908

CERTIFICATE OF AUTHORIZATION
BRIXEY ENGINEERING & LAND SURVEYING, INCORPORATED
NO. 98
ARKANSAS ENGINEER

BRIXEY ENGINEERING & LAND SURVEYING, INC.
CONSULTING ENGINEERS -- LAND SURVEYORS
5223 East Highway 45 P.O. Box 6180 Fort Smith, Arkansas 72906 (479) 646-6394

LEGEND
Computed Point
Set 1/2" Iron Pin
Exist. 1/2" Iron Pin
Set R.R. Spike
Exist. R.R. Spike
Set Nail
Exist. Nail
Exist. Stone
Exist. Monument
Exist. Fence

Revisions:
03/23/2026 Add TRL area Waldron
04/14/2026 Inset per City comments

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
NO. 4456
RONALD N. BRIXEY
03/19/2026

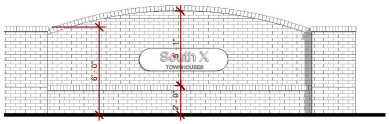
G:\ENGINEERING25\25-0513 PAYTON S X STR\25-0513 C3D SITE PLAN.dwg

TEMPORARY REVOCABLE LICENSE
'EXHIBIT A'
PART OF LOT 1A, BLOCK F
COUNTRY CLUB ESTATES, FORT SMITH
SEBASTIAN COUNTY, ARKANSAS
Prepared For: Jason Payton

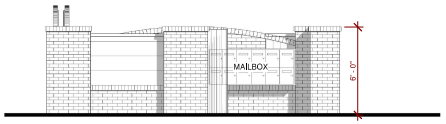
Date: 03/19/2026
Drawn By: RNB
Computed by: RNB
Job No. 25-0513
Filed

Exhibit A

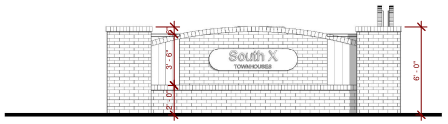
Sheet 2 of 2



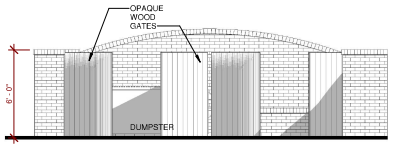
② ELEVATION FROM WALDRON RD. (WEST)
1/4" = 1'-0"



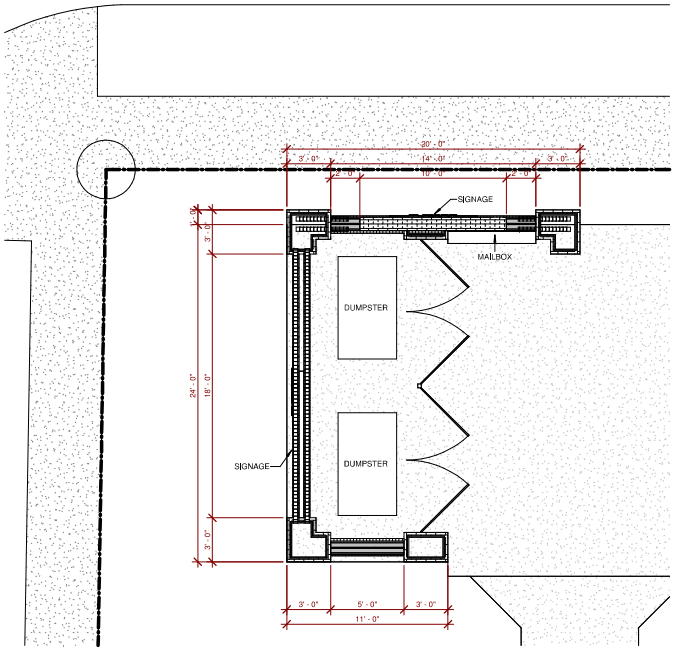
③ ELEVATION TO MAILBOX (SOUTH)
1/4" = 1'-0"



④ ELEVATION FROM S. X ST. (NORTH)
1/4" = 1'-0"



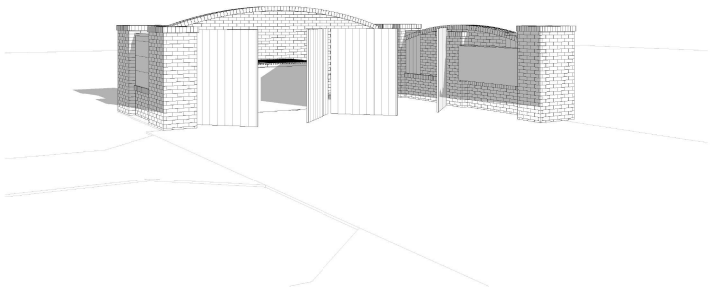
⑤ ELEVATION TO DUMPSTER ENCLOSURE (EAST)
1/4" = 1'-0"



① ENLARGED FLOOR PLAN
1/4" = 1'-0"



⑥ VIEW LOOKING SOUTHEAST



⑦ VIEW LOOKING NORTHWEST

blueROCK design · build
479-439-2838 - blueRockdesignbuild@gmail.com

PROPOSED PROJECT FOR:

SOUTH 'X' TOWNHOUSE
(9 PLEX)

5416 S. X STREET - FORT SMITH, AR

SIGNAGE, TRASH ENCLOSURE & MAIL BOXES

Seal

2.9.26

Revisions
Updated/Received 4/28/26

Date
2.9.26

Project 25.158

A4.0

CITY OF FORT SMITH, ARKANSAS
REQUEST FOR TEMPORARY REVOCABLE LICENSE

APPLICATION:

Indicate one contact person for application: _____Applicant __X____Representative

Applicant (owner)

Name: Royal Ridge Holdings LLC

Address: 1220 Commerce Court

Fort Smith AR 72908

Telephone Number: 479-806-4760

E-Mail: sam@royalridge.com

Representative (engineer, attorney, realtor, etc)

Name: Brixey Engineering & Land Surveying

Address: P.O.Box6180 Fort Smith, AR 72906

Telephone Number: 479-646-6394

E-Mail: ron@brixeyeng.com

Site Address/Location: 5416 South X Street

Legal Description of area for which Temporary Revocable License is requested:(attach separate sheet if necessary):

SEE ATTACHED

Reason for request: The required land scape buffer will be in the revocable license area along with a portion of a dumpster enclosure, mailbox panel and signage, all which overlap a 15' foot wide Utility Easement which lies parallel and adjacent to the right of way lines.

APPLICANT/REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval.

Name: (printed) Rebecca Aird, Brixey Engineering & Land Surveying Inc.

Signature: RebeccaAird Date: 03/24/2026

Property Owner(s)/Authorized Agent: *I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is subject of this application and that I/we have read this application and consent to its filing.*

Note: If application is signed by authorized agent, all owners must sign and submit "Authorization of Agent" form.

Application Checklist:

- ☑ Metes and Bounds legal description of the area for which Temporary Revocable License is requested (Provide hard copy and CD containing legal description in MS Word)
- ☑ Hard copy and PDF of survey of the site depicting the perimeter property lines and area for which Temporary Revocable License is requested with dimensions shown of proposed structure.
- ☑ Dimensioned drawing showing elevations of structure to be located in area for which Temporary Revocable License is requested.
- ☑ Application Fee of $150.00. This fee is non-refundable.

The City of Fort Smith ARKANSAS

PLANNING DEPARTMENT

Received March 23, 2026

AUTHORIZATION OF AGENT

If an agent (i.e., contractor) is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, and requesting a major plat application do hereby authorize Brixey Engineering & Land Surveying to act as our agent in the matter.

(Type or clearly print)

	NAMES OF ALL OWNERS.	SIGNATURE OF ALL OWNERS.
1.	Royal Ridge Holdings, LLC	, Managing Member
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

This form is necessary only when the person representing this request does not own all the property.

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Matt Meeker, P.E., Director of Public Works

DATE: May 13, 2026

SUBJECT: Revised Cost for Sewer Camera Truck

SUMMARY

On February 17, 2026, the Board of Directors authorized budgeted vehicle and equipment replacements for the Public Works Department, which included a $304,857.75 sewer camera truck for Program 5611, based on a July 2025 quote. Due to inflationary increases, the updated 2026 Sourcewell quote from Vacuum Truck Sales & Service, LLC (Richland, Mississippi) is now $317,972.81. Despite this increase of $13,115.06 (approximately 4.3%), the updated price remains $91,717.19 under the original budget for this item in the Water and Sewer Operating Fund (see attached memo and resolution).

The Public Works Department is currently in possession of the truck, and staff have already been trained on its use by the vendor. I am recommending that the Board approve the attached resolution accepting the revised bid listed above. This sewer camera truck replacement is in alignment with 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) and TI-4.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs).

ATTACHMENTS

1. Resolution-Equipment_Purchases-2026-Camera_Truck.pdf
2. IBAK Sourcewell Quotation_34447_01062026 (REVISED).pdf
3. R42-26 Reso Memo '26 Equip purchase PW-Camera Truck Only.pdf

FISCAL IMPACT: *$317,972.81*
BUDGET INFORMATION: *Budgeted / Public Works - Water and Sewer Operating Fund*

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE REVISED BID FOR THE PURCHASE OF A SEWER CAMERA TRUCK FOR THE PUBLIC WORKS DEPARTMENT

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

The revised bid by Vacuum Truck Sales & Service, LLC in the amount of $317,972.81 for the purchase of a new sewer camera truck for the Public Works Department is hereby accepted.

This Resolution adopted this _____ day of May, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
No publication required

Vacuum Truck Sales & Service
408 Hwy 49 S, Richland, MS 39218
Phillip Mechatto
601-940-6012

Quotation

#34447

1/6/2026

Customer:
Mr. Mitchell Vinsant
City of Fort Smith Arkansas
3900 Kelley Hwy
Fort Smith, AR 72904

Ship To:
Vacuum Truck Sales and Service
408 Hwy 49 South
Richland MS 39218
United States

Important Notice:

Supplier reserves the right to adjust prices to reflect the impact of any tariffs, duties, or similar governmental charges imposed after the date of this proposal. These adjustments will be calculated to ensure fair allocation of the increased costs. Supplier will provide advance notice of any such adjustments along with documentation supporting the changes.

Memo / Comments	Sales Representative	Expiration Date
1/6- City of Fort Smith, AR - Mainline - Quote	Phillip Mechatto	2/25/2026

Item Number / Description	Qty
Description Chassis/Conversion	
VZ000700 E450 GAS CHASSIS for 14' BOX , 158” WB, 7.3L V8 Premium Rated Engine, 6-Speed Automatic Transmission with Overdrive w/ Tow-Haul Mode, includes; Remote Keyless Entry, 40-Gallon Fuel Tank, Grey Vinyl Seats and Flooring, Cruise Control, Power Group, Air Conditioning and AM/FM Stereo. RapidView LLC (Vendor) reserves the right to increase the price of vehicle chassis, trailers, and all-terrain vehicles in proportion to any increase of costs to the VENDOR between the date of acceptance of the order and the date of delivery (including without limitation costs relating to exchange rates, model year changes, manufacturer price increases, labor, materials, transport and taxes). Chassis for Conversion RapidView LLC (Vendor) reserves the right to increase the price of vehicle chassis, trailers, and all-terrain vehicles in proportion to any increase of costs to the VENDOR between the date of acceptance of the order and the date of delivery (including without limitation costs relating to exchange rates, model year changes, manufacturer price increases, labor, materials, transport and taxes).	1
VZP000101 Generator EFI Gas 5.5Kw, 120VAC	1
VZ000601 FRP Cargo 14', Box * Dim: 14'x8'x6'6", Chassis purchased separately, call for required chassis specifications. * Includes installation of box on approved chassis, * Dual swing open rear doors, * Side entry door, * Aluminum plank flooring for easy cleaning and higher traction	1

Vacuum Truck Sales & Service
408 Hwy 49 S
Richland, MS 39218

Quotation

#34447

1/6/2026

Item Number / Description	Qty
VZ000620 Inspection Conversion for 14' Commercial RapidView FRP Box or Trailer * Walk-thru design with partition wall and door. * Tinted glass viewing window in bulkhead wall. * 12v LED lighting. * Roof Air. * Rear back up camera. * Exterior shore power package with extension cord. * Auxiliary battery and charging system installed with generator and MEPs systems. FRONT OFFICE: * Carpeted walls in Studio. * Laminated base cabinetry. * Laminate countertops in studio. * Vibration resistant electronics cabinet with rear door access to outside of truck for easy installation and troubleshooting. * Bench seat over generator. WORKSPACE: * Heavy-duty, 5 drawer toolbox. * Monitor mount in workspace for installing monitor (monitor sold separately). * 14 Gallon pressurized wash down system. * Butcher block workbench. * Rugged FRP cabinets. * Closet with aluminum storage shelves. * Rugged FRP overhead cabinets with easy-open hardware. SAFETY: * Directional arrow board at rear. * Strobe light mounted on front roof. * LED side markers on Box.	1
VZ000312 KW Reel cabinet, (Standard Length w/ 3 drawers). Drawers divided in center. All aluminum, locking drawer construction. Provides additional storage under drum. Will not accept LISY drum.	1
Description Conversion Items	
VZM000100 Monitor, 17" 4:3	3
VZM000104 Monitor Mount - Double	1
V000021 Lowering Poles for Tractors * Includes fiberglass poles and adapter to lowering claws.	1
VZ3POLEBRACKET Fiberglass Pole Bracket * Lower support arm and 1 horizontal support with push on stays. * Holds 3 poles.	1
Description Equipment	

Vacuum Truck Sales & Service
408 Hwy 49 S
Richland, MS 39218

Quotation
#34447
1/6/2026

Item Number / Description	Qty
V4019001 ORION Zoom PAN & TILT CAMERA * Pan, Tilt and Zoom (3x digital) camera for 4" and up pipelines * May be used on tractor or pushrod * Auto-focus, Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate * New wide angle of view = 90° * Laser diameter, deformation, defect and object measurement (software required - not included)	2
901601040 Pressure Test Set	1
V9044001 T76 TRACTOR * Mainline tractor for use in pipelines 5" and up * Zero turn radius, full steering with ATC (Automatic Tilt Compensation) * Includes lowering claw, toolset and 5"/6"/8"/10" wheelsets * T76 can be used as the chassis for the LISY 3 / 4.2 Extension * Requires the (V9040012) Camera Base module for normal mainline operations * Add the Remote Elevator (904116031) to help in larger pipelines	2
V9040012 Camera Base CB 3.2S Module for T76/86 Tractor * Required for operation of T76/86 as mainline tractor * Includes integrated transmitter for location.	2
904116031 Remote Elevator for T76/86 * Raises the camera to allow centering in pipeline * Lifts camera above water line in pipes with flow	1
900406690 Pneumatic Tires for T76/86 KRA75/85 PANORAMO and LISY (Grey) ***Comes with 8 - 6000510 (M6x75) & 8 - 6000412 (M6x35) Wheel Bolts and 8 - 6000082 (A6.4) Washers***	1
904100890 X-Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black) ***Set of 4 with bolts and washers*** --Comes With: -- 6000082 A6.4 Washers X8 --6001522 M6x113 Bolts X8 --6001991 M6x80 Bolts X8	1
900410391 T76 Treaded Wheelset Complete for 8" and up pipe (((Brown/Hard Compound))) *RAD 122 PUR ***Uses Replacement Tire #900411042*** Set Contains: 4 - Single Rim Size 122 + Tire = 900410541 16 - Cheese Head Screw 6000291 6 - Cheese Head Screw 6000291	1
904401491 High-Traction Tungsten Carbide Wheels for 6" and up * For use with T76 / T86 / PANO2 Tractors * Large Grit * Uses Wheel Bolt 6002227	1

Vacuum Truck Sales & Service
408 Hwy 49 S
Richland, MS 39218

Quotation

#34447

1/6/2026

Item Number / Description	Qty
900406691 High-Traction Tungsten Carbide Wheels for 8" and up >>>Complete Set of 4 with bolts and washers<<< * For use with T76 / T86 / PANO2 Tractors * Large Grit * Uses Wheel Bolt 60000291 * Uses Flat Washer 6000082	1
V1974018 BS3.5-10X Vehicle Mounted Control - For operation of all camera and the tractor functions - For permanent installation in a vehicle in 19" technology - Separate keyboard surround with 2 joysticks, emergency stop, microphone for intercom - Includes V0000189 on/off switch - Requires control monitor panel and monitor mount. - Requires PC for operation - SD controller for use with KW305.	1
RAM-2461U VESA 75 Mounting Plate With Ball - C Size	1
RAM-201U-B Double Socket Arm - C Size Short	1
RAM-TRACK-EXA-9BU 9BU 9" Modulare Aluminum Black Tough Track	1
RAP-354U-TRA1 Track Ball With T-Bolt Attachment - C Size	1
10TS7M 10 Inch Touch Screen	1
GV-N710D3-2GL Graphics Card With HDMI Output	1
V8026001 KW305.2 Synchronized Power Cable Reel * Synchronized cable payout and retraction * Automatic level wind * Requires vehicle installation * Includes remote control pendant and LED Boom Light * Distance counter and rear display * Holds up to 1000' of mainline cable * Includes integrated tractor lowering winch and control	1
80017040 CAMERA CABLE TYPE 524/11 - 1000ft/300m * Terminated with connector for KW305 Reel Only * High strength, 2000lb. pull, Kevlar reinforced * Diameter of cable approx. 7.3 mm	1
904350020 Cable Deflection Pulley KUV 2.7 with rope and holder (50ft of rope)	1
900300030 Cable Deflection Unit KUV 3.1 Manhole Roller with safety guards For 24" manholes.	1

Vacuum Truck Sales & Service
408 Hwy 49 S
Richland, MS 39218

Quotation
#34447
1/6/2026

Item Number / Description	Qty
Description Computer	
V0001017 19" Industrial PC These specifications or greater: * Ruggedized Rack Mount Cabinet * Intel Quad Core Processor * 16 GB RAM * 256 GB Solid State Drive for Applications / OS * 2 TB Hard Drive for Data * Keyboard and Optical Mouse * Operating system Windows 11 Professional *** NO Video Capture Device Included (to be supplied by software vendor)	1
Training - 2Day Equipment Training Standard (2) day training at customer's location. * Includes review of operation and maintenance of supplied equipment. * Additional days of training can be added at $1500.00 per day. * Training is no charge at RapidView facility in Rochester, Indiana. * RapidView is not responsible for damage incurred that was not a direct result of our trainer's actions.	1

Subtotal	$331,028.97
Sourcewell Discount:	$13,056.16
Total	$317,972.81

Option: Add an extra mainline cable for $8,012.50

Part No. 80017040: CAMERA CABLE TYPE 524/11 - 1000ft/300m

Sourcewell Formerly NJPA
Awarded Contract

2026 Sourcewell Contract # 120721-RVL

Signature

Date

Purchase Order #

RESOLUTION NO. R-42-26

RESOLUTION ACCEPTING BIDS FOR THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE PUBLIC WORKS DEPARTMENT

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

The bids for the purchase of various vehicles and equipment for the Public Works Department, as indicated on the attached quotes, are hereby accepted.

This Resolution adopted this 17th day of February, 2026.

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: Matt Meeker, PE, Director of Public Works
DATE: February 11, 2026
SUBJECT: 2026 Vehicle & Equipment Purchases

SUMMARY
The Public Works Department is ready to move forward with the budgeted vehicle and equipment purchases for 2026. The Department has the opportunity to save on both delivery time and cost if it moves quickly through cooperative purchasing agreements. Per Ordinance 93-05, the City is authorized to participate in the State Cooperative Purchasing program. This streamlines the procurement process by allowing the City to participate in the same pre-negotiated contracts as the State of Arkansas.

One of these contracts is through Sourcewell, a self-funded government agency and service cooperative that aggregates the buying power of over 50,000 participating agencies to negotiate competitively solicited contracts with hundreds of national suppliers. The Public Works Department recently secured cooperative purchasing bids through Sourcewell with:

- Carco International of Fort Smith, Arkansas, for ton-and-a-half flatbed dump trucks, two-ton dump trucks, and a two-ton dump truck with snow plow;
- Riggs CAT, Inc., of Fort Smith, Arkansas, for 305 and 308E mini-excavators;
- Vac-Con, Inc., of Green Cove Springs, Florida, for a jet/vacuum sewer cleaning truck;
- Vacuum Truck Sales & Service, LLC, of Richland, Mississippi, for a sewer camera truck.

The budgeted and cooperative purchasing bid amounts for each vehicle/piece of equipment are summarized in the table below.

Prog.	Vehicle/Equipment	Budgeted Amount	Bid Amount	Sourcewell Contract Number	Funding Source
5303	1 1/2-Ton Flatbed Dump Truck	$115,000.00	$104,798.00	#032824-NVS	Street Maint. Fund
5304	2-Ton Dump Truck	$140,000.00	$132,564.20	#032824-NVS	Street Maint. Fund

5305	Two, 1 1/2-Ton Flatbed Dump Trucks	$230,000.00 ($115,000.00/EA)	$209,596.00 ($104,798.00/EA)	#032824-NVS	Street Maint. Fund
5305	2-Ton Dump Truck w/Plow & Spreader	$275,000.00	$264,769.97	#032824-NVS	Street Maint. Fund
5610	2-Ton Dump Truck	$138,428.00	$132,564.20	#032824-NVS	Water & Sewer Oper. Fund
5610	CAT 305 Mini-Excavator	$91,202.00	$84,458.86	#020223-CAT	Water & Sewer Oper. Fund
5611	CAT 308E Mini-Excavator	$136,050.00	$128,210.26	#020223-CAT	Water & Sewer Oper. Fund
5611	Jet/Vacuum Sewer Cleaning Truck	$553,193.00	$526,850.75	#101221-VAC	Water & Sewer Oper. Fund
5611	Sewer Camera Truck	$409,690.00	$304,857.75	#120721-RVL	Water & Sewer Oper. Fund
	TOTALS	**$2,088,563.00**	**$1,888,669.99**		

All vehicle replacements for Programs 5303, 5304 and 5305 were previously approved on December 2, 2025, as part of the ten-year Streets and Traffic Control Capital Improvements Plan (Resolution No. R-214-25). The total cost for these items is $711,728.17, which is $48,271.83 less than the $760,000.00 budgeted to purchase the vehicles. Funds for this equipment are budgeted and available in the Capital Replacement Fund.

Vehicle and equipment replacements for Programs 5610 and 5611 were previously approved on December 16, 2025, as part of the 2026 Operating Budget (Ordinance No. 92-25). The total cost for these items is $1,176,941.82, which is $151,621.18 less than the $1,328,563.00 budgeted to purchase this equipment. Funds for this equipment are budgeted and available in the Water and Sewer Operating Fund.

I am recommending that the Board approve the attached resolution accepting the bids listed in the table above. These vehicle/equipment replacements are in alignment with 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); FLU-3.2: Improve the accessibility of Downtown; NCR-2.3: Improve air quality; NCR-2.6: Reduce stormwater runoff and flooding; TI-1.2: Make major destinations highly accessible by all modes of transportation; TI-2.1: Ensure that business and industry have sufficient transportation infrastructure to support freight operations and business communications, including rail, air, telecommunications, and pipelines; TI-2.2: Provide convenient, reliable connections between industrial zones and regional highways to facilitate truck traffic that also minimize noise and traffic conflicts with other users; TI-3.1: Promote and maintain a public transit system that is safe, efficient, cost-effective and responsive to the needs of residents; 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) and TI-4.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs)

ATTACHMENTS

1. Resolution-Equipment_Purchases-2026.pdf
2. 2026 City of FS CV Flat Bed Dump Matt Meeker Sourcewell Quote.pdf
3. 2026 City of FS CV Flat Bed Dump Matt Meeker Chassis Specs.pdf
4. 2026 CV 4 x 4 City of FS 11 5 ft Brown Body Quote MV Flat Bed Sourcewell.pdf
5. 2027 City of FS Flat Bed Dump M Meeker Sourcewell Quote.pdf
6. 2027 City of FS Flat Bed Dump Chassis Spec Details M Meeker Sourcewell.pdf
7. City of FS Hilbilt 10 5 7 YD Flatbed Dump M Body Quote.pdf
8. 2027 City of FS Snow Plow Dump HV M Meeker Sourcewell Proposal.pdf
9. 2027 City of FS Snow Plow Dump HV M Meeker Chassis Specs.pdf
10. Fort Smith - Henderson Dump Body, Spreader, Prewet System, and Plow QUOTATION.pdf
11. QT180410R3S1 City of Fort smith 305.rtf
12. QT180333R4S1 City of Fort Smith 308 (1).rtf
13. Vac-Con Truck Quote 7-18-2025 1.pdf
14. CS, IBAK Quotation_32968, 07172025PM (1).pdf

FISCAL IMPACT:	*$1,888,669.99*
BUDGET INFORMATION:	*Budgeted / Public Works - Street Maintenance Fund and Water & Sewer Operating Fund*

RESOLUTION NO. _____

RESOLUTION ACCEPTING BIDS FOR THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE PUBLIC WORKS DEPARTMENT

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

The bids for the purchase of various vehicles and equipment for the Public Works Department, as indicated on the attached quotes, are hereby accepted.

This Resolution adopted this _____ day of February, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
No publication required

Vacuum Truck Sales & Service, LLC
408 Hwy 49 S
Richland, MS 39218
Phillip Mechatto
601-940-6012

Quotation #32968

7/18/2025

Customer:

Mr. Mitchell Vinsant
City of Fort Smith, Arkansas
3900 Kelley Hwy
Fort Smith, AR 72904
United States

Ship To

Vacuum Truck Sales and Service
408 Hwy 49 South
Richland MS 39218
United States

Expires: 12/31/2025

Memo / Comments	Sales Representative
7/18- City of Fort Smith, AR- SD Mainline - Quote	Phillip Mechatto

Item Number / Description	Qty
Q Tariff Supplier reserves the right to adjust prices to reflect the impact of any tariffs, duties, or similar governmental charges imposed after the date of this proposal. These adjustments will be calculated to ensure fair allocation of the increased costs. Supplier will provide advance notice of any such adjustments along with documentation supporting the changes.	
Description Chassis/Conversion	
VZ000700 E450 GAS CHASSIS for 14' BOX , 158" WB, 7.3L V8 Premium Rated Engine, 6-Speed Automatic Transmission with Overdrive w/ Tow-Haul Mode, includes; Remote Keyless Entry, 40-Gallon Fuel Tank, Grey Vinyl Seats and Flooring, Cruise Control, Power Group, Air Conditioning and AM/FM Stereo. RapidView LLC (Vendor) reserves the right to increase the price of vehicle chassis, trailers, and all-terrain vehicles in proportion to any increase of costs to the VENDOR between the date of acceptance of the order and the date of delivery (including without limitation costs relating to exchange rates, model year changes, manufacturer price increases, labor, materials, transport and taxes). Chassis for Conversion RapidView LLC (Vendor) reserves the right to increase the price of vehicle chassis, trailers, and all-terrain vehicles in proportion to any increase of costs to the VENDOR between the date of acceptance of the order and the date of delivery (including without limitation costs relating to exchange rates, model year changes, manufacturer price increases, labor, materials, transport and taxes).	1

Vacuum Truck Sales & Service, LLC
408 Hwy 49 S
Richland, MS 39218
Phillip Mechatto
601-940-6012

Quotation
#32968
7/18/2025

Item Number / Description	Qty
VZ000620 Inspection Conversion for 14’ Commercial RapidView FRP Box or Trailer * Walk-thru design with partition wall and door. * Tinted glass viewing window in bulkhead wall. * 12v LED lighting. * Roof Air. * Rear back up camera. * Exterior shore power package with extension cord. * Auxiliary battery and charging system installed with generator and MEPs systems. FRONT OFFICE: * Carpeted walls in Studio. * Laminated base cabinetry. * Laminate countertops in studio. * Vibration resistant electronics cabinet with rear door access to outside of truck for easy installation and troubleshooting. * Bench seat over generator. WORKSPACE: * Heavy-duty, 5 drawer toolbox. * Monitor mount in workspace for installing monitor (monitor sold separately). * 14 Gallon pressurized wash down system. * Butcher block workbench. * Rugged FRP cabinets. * Closet with aluminum storage shelves. * Rugged FRP overhead cabinets with easy-open hardware. SAFETY: * Directional arrow board at rear. * Strobe light mounted on front roof. * LED side markers on Box.	1
VZ000620 Inspection Conversion for 14’ Commercial RapidView FRP Box or Trailer * Walk-thru design with partition wall and door. * Tinted glass viewing window in bulkhead wall. * 12v LED lighting. * Roof Air. * Rear back up camera. * Exterior shore power package with extension cord. * Auxiliary battery and charging system installed with generator and MEPs systems. FRONT OFFICE: * Carpeted walls in Studio. * Laminated base cabinetry. * Laminate countertops in studio. * Vibration resistant electronics cabinet with rear door access to outside of truck for easy installation and troubleshooting. * Bench seat over generator. WORKSPACE: * Heavy-duty, 5 drawer toolbox. * Monitor mount in workspace for installing monitor (monitor sold separately). * 14 Gallon pressurized wash down system. * Butcher block workbench. * Rugged FRP cabinets. * Closet with aluminum storage shelves. * Rugged FRP overhead cabinets with easy-open hardware. SAFETY: * Directional arrow board at rear. * Strobe light mounted on front roof. * LED side markers on Box.	1

Vacuum Truck Sales & Service, LLC
408 Hwy 49 S
Richland, MS 39218
Phillip Mechatto
601-940-6012

Quotation
#32968
7/18/2025

Item Number / Description	Qty
VZP000101 Generator EFI Gas 5.5Kw, 120VAC	1
VZ000312 KW Reel cabinet, (Standard Length w/ 3 drawers). Drawers divided in center. All aluminum, locking drawer construction. Provides additional storage under drum. Will not accept LISY drum.	1
Description Conversion Items	
VZM000100 Monitor, 17" 4:3	3
VZM000104 Monitor Mount - Double	1
V000021 Lowering Poles for Tractors * Includes fiberglass poles and adapter to lowering claws.	1
VZ3POLEBRACKET Fiberglass Pole Bracket * Lower support arm and 1 horizontal support with push on stays. * Holds 3 poles.	1
Description Equipment	
V4019001 ORION Zoom PAN & TILT CAMERA * Pan, Tilt and Zoom (3x digital) camera for 4" and up pipelines * May be used on tractor or pushrod * Auto-focus, Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate * New wide angle of view = 90° * Laser diameter, deformation, defect and object measurement (software required - not included)	2
901601040 Pressure Test Set	1
V9044001 T76 TRACTOR * Mainline tractor for use in pipelines 5" and up * Zero turn radius, full steering with ATC (Automatic Tilt Compensation) * Includes lowering claw, toolset and 5"/6"/8"/10" wheelsets * T76 can be used as the chassis for the LISY 3 / 4.2 Extension * Requires the (V9040012) Camera Base module for normal mainline operations * Add the Remote Elevator (904116031) to help in larger pipelines	2
V9040012 Camera Base CB 3.2S Module for T76/86 Tractor * Required for operation of T76/86 as mainline tractor * Includes integrated transmitter for location.	2

Vacuum Truck Sales & Service, LLC
408 Hwy 49 S
Richland, MS 39281
Phillip Mechatto
601-940-6012

Quotation
#32968
7/18/2025

Item Number / Description	Qty
904116031 Remote Elevator for T76/86 * Raises the camera to allow centering in pipeline * Lifts camera above water line in pipes with flow	1
900406690 Pneumatic Tires for T76/86 KRA75/85 PANORAMO and LISY (Grey) ***Comes with 8 - 6000510 (M6x75) & 8 - 6000412 (M6x35) Wheel Bolts and 8 - 6000082 (A6.4) Washers***	1
904100890 X-Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black) ***Set of 4 with bolts and washers*** --Comes With: -- 6000082 A6.4 Washers X8 --6001522 M6x113 Bolts X8 --6001991 M6x80 Bolts X8	1
900410391 T76 Treaded Wheelset Complete for 8" and up pipe (((Brown/Hard Compound))) *RAD 122 PUR ***Uses Replacement Tire #900411042*** Set Contains: 4 - Single Rim Size 122 + Tire = 900410541 16 - Cheese Head Screw 6000291 6 - Cheese Head Screw 6000291	1
904401491 High-Traction Tungsten Carbide Wheels for 6" and up * For use with T76 / T86 / PANO2 Tractors * Large Grit * Uses Wheel Bolt 6002227	1
900406691 High-Traction Tungsten Carbide Wheels for 8" and up >>>Complete Set of 4 with bolts and washers<<< * For use with T76 / T86 / PANO2 Tractors * Large Grit * Uses Wheel Bolt 60000291 * Uses Flat Washer 6000082	1
V1974018 BS3.5-10X Vehicle Mounted Control - For operation of all camera and the tractor functions - For permanent installation in a vehicle in 19" technology - Separate keyboard surround with 2 joysticks, emergency stop, microphone for intercom - Includes V0000189 on/off switch - Requires control monitor panel and monitor mount. - Requires PC for operation - SD controller for use with KW305.	1
RAM-2461U VESA 75 Mounting Plate With Ball - C Size	1
RAM-201U-B Double Socket Arm - C Size Short	1
RAM-TRACK-EXA-9BU 9BU 9" Modulare Aluminum Black Tough Track	1

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Item Number / Description	Qty
RAP-354U-TRA1 Track Ball With T-Bolt Attachment - C Size	1
10TS7M 10 Inch Touch Screen	1
GV-N710D3-2GL Graphics Card With HDMI Output	1
V8026001 KW305.2 Synchronized Power Cable Reel * Synchronized cable payout and retraction * Automatic level wind * Requires vehicle installation * Includes remote control pendant and LED Boom Light * Distance counter and rear display * Holds up to 1000' of mainline cable * Includes integrated tractor lowering winch and control	1
80017040 CAMERA CABLE TYPE 524/11 - 1000ft/300m * Terminated with connector for KW305 Reel Only * High strength, 2000lb. pull, Kevlar reinforced * Diameter of cable approx. 7.3 mm	1
904350020 Cable Deflection Pulley KUV 2.7 with rope and holder (50ft of rope)	1
900300030 Cable Deflection Unit KUV 3.1 Manhole Roller with safety guards For 24" manholes.	1
Description Computer	
V0001017 19" Industrial PC These specifications or greater: * Ruggedized Rack Mount Cabinet * Intel Quad Core Processor * 16 GB RAM * 256 GB Solid State Drive for Applications / OS * 2 TB Hard Drive for Data * Keyboard and Optical Mouse * Operating system Windows 11 Professional *** NO Video Capture Device Included (to be supplied by software vendor)	1
Training - 2Day Equipment Training on Site at customer location. Standard (2) day training at customer's location. * Includes review of operation and maintenance of supplied equipment. * Additional days of training can be added at $1500.00 per day. * Training is no charge at RapidView facility in Rochester, Indiana. * RapidView is not responsible for damage incurred that was not a direct result of our trainer's actions.	1

Vacuum Truck Sales & Service, LLC
408 Hwy 49 S
Richland, MS 39218
Phillip Mechatto
601-940-6012

Quotation #32968

7/18/2025

Subtotal	$316,781.80
Sourcewell Discount:	$11,924.05
Total	$304,857.75

Sourcewell Formerly NJPA
Awarded Contract

2025 Sourcewell Contract # 120721-RVL

Signature

Date

Purchase Order #

City of Fort Smith Communications

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Wes Milam, Director of Public Safety Communications (RVCC)

DATE: May 12, 2026

SUBJECT: US Dept of Transportation FY 26 Safe Streets for All Implementation Grant Application

SUMMARY

The U.S. Department of Transportation has released a funding opportunity under the FY 26 Safe Streets for All (SS4A) implementation grant program. Upon review of this grant opportunity, I believe the construction of a much-needed FEMA-rated 911 emergency communications facility to house the River Valley Communications Center is a worthy project for which to apply these funds.

In this year's grant funding opportunity, a specific element provides implementation grants to support what is defined as Public Safety Infrastructure: "*physical and digital hardware, software, systems, technologies, equipment, protocols,* ***facilities****, and coordination models used by public safety agencies, including 911 agencies…to prevent, respond to, or reduce the severity of roadway crashes*." The proposed RVCC facility is a direct expression of that definition: a purpose-built, FEMA-rated 911 dispatch facility with an integrated Emergency Incident Operations Center (EIOC) and a certified training classroom, designed to eliminate delays in crash response across Sebastian County's highest-injury corridors. The project also directly advances the SS4A competitive priority to modernize public safety infrastructure to improve emergency response quality across all 531 square miles of Sebastian County.

Fort Smith and Sebastian County contain the intersections of Interstate 49, U.S. Highway 71, U.S. Highway 64, and Arkansas Highway 22, creating multijurisdictional corridors carrying high commercial truck volumes and generating the region's most severe crash concentrations. Further, ongoing I-49 improvements across the Arkansas River will materially increase traffic and cross-jurisdictional emergency response demands. The Foreign Military Sales program is also expected to accelerate population and economic growth across these same corridors. Rural and lower-income communities along AR-22 and in unincorporated Sebastian County areas qualify as underserved communities under the SS4A notice of funding opportunity, currently experiencing the greatest dispatch delays due to jurisdictional boundary complications between the existing two-PSAP system, on track to consolidate in July. The RVCC is expected to deliver identical dispatch quality to every community in the county, regardless of location or economic status, directly fulfilling the SS4A priority of equitable investment in underserved urban and rural communities.

Without this grant, the full cost of building a FEMA-rated 911 facility would fall exclusively on the City of Fort Smith and Sebastian County. A potential SS4A award of $8,000,000 covers 80% of the total project cost, limiting the local fund match to $2,000,000, an amount already held in existing 911 fund balances. For these reasons, I feel an application for these grants funds would be of great benefit.

ATTACHMENTS

1. Item_2726_SS4A_RESOLUTION.pdf

GRANT AMOUNT:	*10,000,000*
GRANT NAME:	*FY 26 Safe Streets for All*
GRANT AGENCY:	*US Department of Transportation*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ACTING CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE FY26 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM ADMINISTERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Fort Smith Board of Directors understands the United States Department of Transportation is currently accepting applications for the FY26 Safe Streets and Roads For All grant program; and

WHEREAS, the City of Fort Smith Board of Directors understands that the purpose of the FY26 Safe Streets and Roads For All grant program is to improve roadway safety by significantly reducing and eventually eliminating roadway fatalities and serious injuries; and

WHEREAS, the City of Fort Smith Board of Directors understands that the United States Department of Transportation is placing a priority on Public Safety Infrastructure for the FY26 Safe Streets and Roads For All grant program; and

WHEREAS, the City of Fort Smith Board of Directors understands that, if awarded, grant funds will be used for the construction of a new facility to be utilized by the River Valley Communications Center, which serves as the consolidated 911 Public Safety Answering Point for the City of Fort Smith and all jurisdictions within Sebastian County; and

WHEREAS, the City of Fort Smith Board of Directors understands that the FY26 Safe Streets and Roads For All grant program comes at a 80% Federal and 20% Local cost share requirement; and

WHEREAS, the City of Fort Smith Board of Directors understands that the total project amount will be $10,000,000, which equates to $8,000,000 Federal (80%) and $2,000,000 Local (20%) cost share; and

WHEREAS, the City of Fort Smith Board of Directors understands that, if awarded, the 20% local cost share in the amount of $2,000,000 will be paid using 911 funds.

WHEREAS, the Fort Smith Board of Directors understands that an application submission does not guarantee funds will be awarded.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

The Acting City Administrator is hereby authorized to submit an application to the Safe Streets and Roads For All grant program administered by the United States Department of Transportation in the amount of $10,000,000 for the purpose of constructing a facility to be utilized as the River Valley Communications Center.

This Resolution adopted this _____day of MAY, 2026.

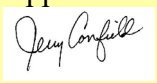
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____
City Attorney

City of Fort Smith Communications

MEMORANDUM

TO: Jeff Dingman, Acting City Administrator

CC: Maggie Rice, Deputy City Administrator

FROM: Wes Milam, Director of Public Safety Communications (RVCC)

DATE: May 12, 2026

SUBJECT: Department of Justice, Bureau of Justice Assistance FY25 Rural Law Enforcement Violent Crime Reduction Initiative Grant Application

SUMMARY

The consolidation of the River Valley Communications Center into a county-wide 911 emergency communications PSAP has created an opportunity for all public safety agencies in Sebastian County to operate on a common radio channel template.

I am proposing a project to update and upgrade mobile and/or portable radios used by these public safety agencies in the rural areas of Sebastian County to better comply with the Arkansas Wireless Information Network (AWIN) Baseline Interoperability Template (ABIT). The ABIT is the current statewide standard for radio programming, providing enhanced interoperability across law enforcement, fire, and EMS agencies.

Currently, agencies in Sebastian County use an inconsistent radio programming configuration that predates this consolidation. While the radios are operational, there are multiple different zone & channel programs in these radios, depending on the agency and when the radio was purchased. This limits the ability of RVCC Telecommunicators to facilitate real-time radio patches between agencies and makes it difficult for officers in the field to quickly locate the correct channel during emergencies.

Migrating all rural agency radios to the ABIT standard will directly address this gap by ensuring every agency dispatched by RVCC operates on a unified platform.

The zero-match funding opportunity offered by the Bureau of Justice Assistance notes that rural jurisdictions often encounter scarce resources and personnel to prevent, respond to, and reduce violent crime. The grant opportunity seeks to fund technology in the form of hardware and communications systems that can create an infrastructure for actionable intelligence, enhance officer safety, support efficient operations, and manage risk.

I certainly believe this project falls under the scope of the grant opportunity and would like to submit an application in the amount of $300,000.

ATTACHMENTS

1. Item_2727_DOJ_RESOLUTION_.pdf

GRANT AMOUNT:	*300,000*
GRANT NAME:	*BJA FY25 Rural Law Enforcement Violent Crime Reduction Initiative*
GRANT AGENCY:	*U.S. Department of Justice*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE ACTING CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE FY25 RURAL LAW ENFORCEMENT VIOLENT CRIME REDUCTION INITIATIVE GRANT PROGRAM ADMINISTERED BY THE UNITED STATES DEPARTMENT OF JUSTICE

WHEREAS, the City of Fort Smith Board of Directors understands the United States Department of Justice is currently accepting applications for the FY25 Rural Law Enforcement Violent Crime Reduction Initiative grant program; and

WHEREAS, the City of Fort Smith Board of Directors understands that the FY25 Rural Law Enforcement Violent Crime Reduction Initiative grant program seeks to support local law enforcement in rural jurisdictions to prevent, respond to, and reduce violent crime; and

WHEREAS, the City of Fort Smith Board of Directors understands that the FY25 Rural Law Enforcement Violent Crime Reduction Initiative grant program has a 0% local cost share requirement, and any grant award is 100% funded by the United States Department of Justice up to $400,000; and

WHEREAS, the City of Fort Smith Board of Directors understands that, if awarded, grant funds will be used for the purchase of communications equipment to be utilized by the River Valley Communications Center to improve radio interoperability, enhance officer safety through better deconfliction, and increase the efficiency of interagency communications;

WHEREAS, the Fort Smith Board of Directors understands that an application submission does not guarantee funds will be awarded.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

The Acting City Administrator is hereby authorized to submit an application to the FY25 Rural Law Enforcement Violent Crime Reduction Initiative Grant Program administered by the United States Department of Justice in the amount of $300,000.

This Resolution adopted this _____day of MAY, 2026.

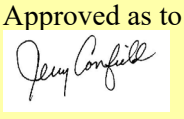
APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to form:



_____NPR
City Attorney