

Mayor – Sandy Sanders

Acting City Administrator – Jeff Dingman

City Clerk – Sherri Gard

Board of Directors

Ward 1 – Keith Lau

Ward 2 – Andre’ Good

Ward 3 – Mike Lorenz

Ward 4 – George Catsavis

At Large Position 5 – Tracy Pennartz

At Large Position 6 – Kevin Settle

At Large Position 7 – Don Hutchings

AGENDA

Fort Smith Board of Directors REGULAR MEETING

February 16, 2016 ~ 6:00 p.m.

**Fort Smith Public Schools Service Center
3205 Jenny Lind Road**

***THIS MEETING IS BEING TELECAST LIVE ON THE GOVERNMENT ACCESS CHANNEL 214
AND ONLINE AT <http://www.ustream.tv/channel/city-of-fort-smith-board-of-directors-meetings>***

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

(Section 2-37 of Ordinance No. 24-10)

APPROVE MINUTES OF THE FEBRUARY 2, 2016 REGULAR MEETING

ITEMS OF BUSINESS:

1. Presentation by Girl Scout Diamonds of Arkansas, Oklahoma and Texas
2. Resolution authorizing participation by the City of Fort Smith (“City”) in the Municipal Property and Municipal Vehicle Programs sponsored by the Arkansas Municipal League (“AML”) and authorizing the execution of a memorandum of understanding between the City and the AML as it relates to those programs ~ *Settle/Pennartz placed on the agenda at the February 9, 2016 study session ~*
3. Consent Agenda *(Any member of the Board may offer a motion, without necessity of a second or vote, to remove an item from the consent agenda for separate consideration.)*
 - A. Resolution to accept the bid and authorize a contract for the construction of the Jenny Lind Road & Ingersoll Avenue Widening, Project No. 07-01-A (\$28,830,649.66 / *Engineering Department / Budgeted – Sales Tax Program Fund*) ♦

- B. Resolution to accept the bid and authorize a contract for the 2015 Drainage Improvements Phase B, Project No. 15-06-B (\$1,329,822.35 / *Engineering Department / Budgeted – Sales Tax Program Fund*) ♦
- C. Resolution determining default and termination of contract with Dixon Construction, Inc. for the construction of the Greg Smith Riverwalk (West River Front Trail) and authorizing the City Administrator to investigate necessary action to secure the completion of the subject project
- D. Resolution accepting the bid and authorizing the Mayor to execute a contract with Ace Surfaces North America, Inc. for construction of the Creekmore Park and Tilles Park Tennis Court Resurfacing Project (\$286,316.47 / *Parks and Recreation Department / Budgeted – 1/8 cent sales tax*)
- E. Resolution accepting the project as complete and authorizing final payment to KBM Industrial Services, Inc. for the Lee Creek Water Treatment Plant Trash Rake Access Platforms (\$39,971.61 / *Utility Department / Budgeted – 2015 Operations Budget*)
- F. Resolution authorizing Change Order No. 1 with Goodwin & Goodwin, Inc. for the Massard Wastewater Treatment Plant Sewer Repair (\$7,359.00 / *Utility Department / Budgeted – 2014 Sales and Use Tax Bonds*)
- G. Resolution accepting the project as complete and authorizing final payment to Goodwin & Goodwin, Inc. for the Massard Wastewater Treatment Plant Sewer Repair (\$37,375.06 / *Utility Department / Budgeted – 2014 Sales and Use Tax Bonds*)
- H. Resolution authorizing the Mayor to execute Amendment No. 2 to the agreement with Mickle Wagner Coleman, Inc. for the Lake Fort Smith Water Transmission Line – Phase I (\$147,191.00 / *Utility Department / Budgeted – 2014 Sales and Use Tax Bonds*)
- I. Resolution authorizing the Mayor to execute an agreement and Authorization No. 1 with CDM Smith, Inc. for Consent Decree Program Management Services (\$8,514,088.00 / *Utility Department / Budgeted – Water and Sewer Operating Revenue Funds*) ♦
- J. Resolution authorizing the Mayor to execute an agreement with RJN Group, Inc. for providing engineering services for the Collection System Defect Remediation Year 2016 Sewer System Assessments (\$1,647,804.41 / *Utility Department / Budgeted – 2015 Revenue Bonds*) ♦
- K. Resolution authorizing the Mayor to execute an easement with the City of Mountainburg

- L. Resolution authorizing the Mayor to execute an agreement and Authorization No. 1 with Hawkins-Weir Engineers, Inc. for engineering services associated with Sub-Basins P002 and P003 Capacity Improvements (\$648,440.00 / Utility Department / Budgeted – 2015 Revenue Bonds) ♦
- M. Resolution authorizing the City Administrator to accept offers made by property owners for the acquisition of real property interests for the Lake Fort Smith Water Project (\$492,000.00 / Utility Department / Budgeted – Water and Sewer Capital Improvement Fund)
- N. Resolution authorizing the Mayor to execute an agreement with Shannon & Wilson for engineering services associated with the Lake Fort Smith Water Project Landslide Remediation Design (\$106,300.00 / Utility Department / Not Budgeted – Water and Sewer Capital Improvement Fund)

OFFICIALS FORUM ~ presentation of information requiring no official action

(Section 2-36 of Ordinance No. 24-10)

- Mayor
- Directors
- City Administrator

EXECUTIVE SESSION

Appointments: Advertising & Promotions Commission (1), Electric Code Appeals Board (2) & Plumbing Advisory Board (3)

ADJOURN

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PARTICIPATION BY THE CITY OF FORT SMITH (“CITY”) IN THE MUNICIPAL PROPERTY AND MUNICIPAL VEHICLE PROGRAMS SPONSORED BY THE ARKANSAS MUNICIPAL LEAGUE (“AML”) AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE AML AS IT RELATES TO THOSE PROGRAMS

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

SECTION 1: The City of Fort Smith is authorized to participate in the Municipal Property and Municipal Vehicle Programs sponsored by the Arkansas Municipal League;

SECTION 2: Furthermore, the Memorandum of Understanding between the City of Fort Smith and AML serving as the sponsor of the Municipal Property Program and the Municipal Vehicle Program, which shall be substantially in the form attached hereto, is hereby approved and provides for the clarification, explanation, or expansion of those Programs.

SECTION 3: The Mayor, his signature being attested by the City Clerk, is hereby authorized to execute the Memorandum of Understanding to which the City Fort Smith is a party.

This Resolution adopted this _____ day of February, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Approved as to form:



No Publication Required

MEMORANDUM OF UNDERSTANDING (“MOU”)
BETWEEN THE CITY OF FORT SMITH, ARKANSAS AND
THE ARKANSAS MUNICIPAL LEAGUE

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) serves as a cooperative agreement between the City of Fort Smith, Arkansas (“CITY”), and the Arkansas Municipal League (hereinafter known as the “AML”). When referred to collectively, the CITY and the AML are referred to as the “Parties.”

II. PURPOSE

The purpose of this MOU is to clearly define, clarify, and establish the responsibilities and obligations between both parties regarding the City’s participation in the AML’s Municipal Property Program (“MPP”) as well as its Municipal Vehicle Program (“MVP”).

III. UNDERSTANDINGS OF THE PARTIES

In conjunction with its MPP brochure and provisions as outlined in the attached brochure (October 1985-as amended November 3, 2015). The MPP has agreed to the following clarifications, explanations, or expansions of these Programs:

1. Intent of Program-1(C): AML will make available to the City, through the City’s designated representative, a copy of the MPP’s reinsurance agreement for review at all times;
2. Exclusions 2(B) - Mechanical Breakdown: will cover power surges confirmed by the City via a notarized affidavit from a qualified technician and lightning peril confirmed by a lightning verification agency (such as StrikeForce). If the City wishes to participate, MPP will offer to the City a separate policy for boiler and machinery for an additional charge and coverage up to \$1 million;
3. Exclusion 2(D): Should the MPP’s reinsurance have a particular exclusion, the MPP confirmed that it will also include that exclusion; additionally, should any changes occur in the reinsurance policy, the City will promptly be made aware in writing of those changes;
4. Valuation 3(A): Valuation of each asset shall be determined by the City and can be revised by the City at any time during the City’s participation in the Program;
5. Condition 4(B): A property loss reported by the City beyond ten (10) days from occurrence shall not be presumed to be excluded. Reports of property loss beyond ten (10) days shall be considered timely as long as the report of loss is within a reasonable period of time;
6. Condition 4(C): The MPP will pay approved claims in full up front to the City. In the event of total loss of a building, the MPP will pay the total amount of the building/contents as listed in the enumeration schedule (less the deductible) and will withhold no depreciation. The MPP is based on the value as declared on the property schedule as determined by the City. On a repairable claim, depreciation will be applied only to the building material based on the age of material.
7. Condition 4(D): The City’s property will be covered as long as the building(s) is listed on the schedule regardless of its usage at the time of loss;
8. Condition 4(E): Flood and earthquake coverage has a \$50 million aggregate limit. Hail and windstorm is covered with a \$5,000 deductible per event, regardless of the number of covered assets damaged;

9. Condition 4(F): While the MPP encourages its members to have periodic inspections, it will never deny a claim due to lack of inspection;
10. Condition 4(N): The MPP will provide appraisals of City buildings at no charge to the City. Buildings are valued for replacement cost without adjustment for depreciation at the time of entering the program, at renewal, or at the request of the City. There is a separate deductible per building/contents for each loss; however, there is only one deductible applied in the event of a covered peril that has damaged multiple buildings/equipment, e.g., hail storm. As for equipment, computers, and fine arts, those will be treated as “contents” and included in the total amount for which the building is valued. There is no separate deductible for these items-there is one coverage amount per building which includes all of its contents.

In conjunction with its MVP brochure and provisions as outlined in the attached brochure (revised effective November 3, 2015), the AML has agreed to the following:

1. Part I. Liability: 1. Payments by Program (B): The MVP will not require from the City a list of drivers. The City, in its sole discretion, will determine who is authorized to drive City vehicles and/or equipment. In the event of a suspended/expired license where the City is not aware of the suspension or the expiration, the MVP will still extend coverage.
2. Part I. Liability: 1. Payments by Program (C): The City recognizes that it has tort immunity pursuant to A.C.A. § 21-9-301;
3. Part I. Liability: 1. Payments by Program (D): The city will be consulted prior to settlement and payment of any suit;
4. Part I. Liability: 3. Out-of-State Extension: In the event of a claim originating outside the state of Arkansas, the MVP will honor the out-of-state minimum liability limits;
5. Part I. Liability: 4. Exclusions (Part I)(A): MVP recognizes that the City will not purposely exclude a vehicle from coverage and therefore the MVP will be flexible in extending coverage to any city-owned vehicle regardless of whether it is specifically listed on the vehicle schedule;
6. Part I. Liability: 5. Conditions (Part I)(A): In the event it is necessary to involve the City, the City may engage its legal staff and attorneys at its own expense;
7. Part I. Liability: 5. Conditions (Part I)(B): A report of an accident more than ten (10) days after it occurred shall not be presumed excluded from coverage. Reports of accidents beyond ten (10) days shall be considered timely as long as such report is made within a reasonable period of time;
8. Part I. Liability: 5. Conditions (Part I)(D): Within a reasonable amount of time beyond the set deadline, the City may notify the MVP by way of a phone call, email, fax, regular mail, hand delivery, or any other reasonable means of notification. The MVP deems these methods as acceptable;
9. Part II. 7(B): The MVP will cover flood losses to any vehicle operating within the scope of its duties as determined by the City;
10. Part II. 9€: The MVP will pay any approved claim in full up front to the City; the MVP program is based on a Replacement Cost Value (“RCV”) which is based on the value of the vehicle/equipment that is listed on the enumeration schedule;
11. Part II. 9(E): The City shall, within its sole discretion, establish what is “proper municipal purposes under the direction or approval of officials in charge”;
12. With regard to equipment, the MVP agrees to provide coverage for equipment rented or leased by the City;

- 13. It is understood by the Parties that the MVP shall include Weight of Load coverage;
- 14. Should the City leave the Program after one year, the MVP will continue to process any claim made or event that occurs during the time of participation by the City.

IV. AMENDMENT, REVIEW, AND TERMINATION

This MOU may be modified or amended by written agreement between the Parties and shall be effective from March 1, 2016 through February 28, 2017 unless modified by mutual consent prior to the anniversary date.

V. APPROVAL

The Parties below have executed the MOU effective as of March 1, 2016.

 Don Zimmerman
 Executive Director, Arkansas Municipal League

Date

 Sandy Sanders
 Mayor, City of Fort Smith

Date

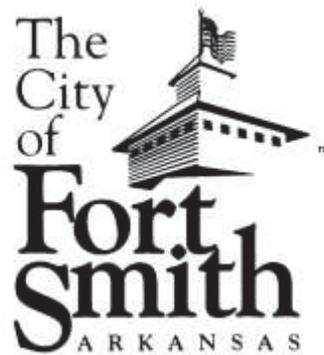
ATTEST:

City Clerk

Date

Interoffice Memorandum

TO: Jeff Dingman, Acting City Administrator
COPY TO: Jennifer Walker, Finance Director
FROM: Alie Bahsoon, Purchasing Manager *AB*
SUBJECT: Review of City Fleet & Property Insurance
DATE: February 12, 2016



As requested by the board at the February 9th study session, enclosed is a resolution and a memorandum of understanding (MOU) for the board's consideration to adopt the self-funded property and vehicle programs offered by the Arkansas Municipal League (AML).

I have also provided additional information comparing the AML's program versus the current insurance policy with Travelers Insurance, a loss run history from 2013 to 2015, and additional statistical data.

Please let me know if you should have any questions.

Municipal Property Program

1. Intent of Program.

- A. The intent of the Municipal Property Program is to cover insurable property and equipment, exclusive of motor vehicles and water vessels, which belongs to or is in the care, custody or control of a participating municipality and for which coverage has been applied and accepted by the Municipal Property Program.
- B. This Program covers all risks of direct physical loss of or damage to the property covered and listed on the Enumeration Schedule from any external cause except as excluded herein and as excluded pursuant to reinsurance agreements made by the Program.
- C. The Scope of the Program's coverage shall be consistent with and equal to the coverage of any reinsurance agreement made by the Program, such coverage terms are incorporated herein as if set out word for word. Should any inconsistencies exist between the Program and the reinsurance agreement, the coverage of the reinsurance agreement shall prevail.
- D. Reinsurance agreements made by the Program may be reviewed in full at this location: www.arml.org.

2. Exclusions.

This Program does not cover:

- A. Indirect or consequential loss of any kind.
- B. Loss or damage caused by or resulting from wear and tear, gradual deterioration, mechanical breakdown, latent defect, insects, vermin, rodents, rust, corrosion, dampness of atmosphere or mold.
- C. Loss of cash, currency of any kind or valuable papers.
- D. Exclusions made or otherwise enumerated in any reinsurance agreement entered into by the Program having effect at the time of loss, such exclusionary terms are incorporated herein as if set out word for word. Should any inconsistencies exist between the Program and the reinsurance agreement, the exclusions of the reinsurance agreement shall prevail.

3. Valuation.

- A. For the purpose of this coverage, property will be valued at the full cost to repair or replace the property after deduction for depreciation or as agreed to by the participating municipality and Program.

4. Conditions.

- A. When loss occurs, the participating municipality shall protect the property and further loss due to the participating municipality's failure to protect shall not be recoverable under this Program.
- B. When loss occurs, the participating municipality shall give notice thereof to the Program as soon as practicable and in any case, not more than ten (10) days after the loss.
- C. The limit of the Program's liability for loss shall not exceed either: (1) the actual cash value of the property or if the loss is of a part thereof, the actual cash value of such part at the time of loss, or (2) what it would then cost to repair or replace the property or such part thereof with other of like kind and quality with deduction for depreciation, or (3) the applicable limit of liability stated on the Enumeration Schedule or (4) Twenty-five percent (25%) of the Program's available funds at the time of settlement except where the Municipal Property Program has made additional coverage(s) available. The Program may pay for the loss in money or may repair or replace the property or such part thereof as stated above or may return any stolen property with payment for any resulting damage thereto at any time before the loss is paid or the property is so replaced or may take all or such part of the property at the agreed or appraised value.
- D. This coverage applies only to direct and accidental losses to the participating municipality's property which is sustained during the coverage period and when such property described in this coverage is maintained and used as municipal property for proper municipal purposes under the direction or approval of officials in charge.
- E. Deductible Provision. In the event indemnity for loss is payable to the participating municipality, the amount paid will be reduced by the deductible amount of \$5,000, or in the case of flood or earthquake, \$100,000.

- F. The term of this agreement shall be for one year beginning and ending on the date set forth in the Enumeration Schedule executed by the parties and incorporated herein by reference. The execution of subsequent enumeration schedules shall constitute extensions of this agreement for one-year periods designated therein. Certification by the Fire Chief that the property has been inspected by proper authorities for fire hazards and deficiencies addressed shall be required on the Annual Enumeration Schedule.
- G. Annual enumeration authorizes coverage for the property and equipment and contents listed on the Enumeration Schedule. Therefore, where replacement or additional property is acquired, it must be reported to the Program and appropriate pro-rata premium paid in order for coverage to be effective.
- H. The city or the Program may terminate this agreement by giving the other party thirty (30) days' notice in writing. Following cancellation by the Program, any refund will be computed pro-rata. Upon cancellation by the city, no refund will be made. In the event of termination of the Program, any or all assets, including real or personal property held or owned by the Program, shall be distributed to the participating municipalities on a pro-rata basis. Any property acquired or held for the Program shall be held in the name of the Municipal Property Program.
- I. The city shall cooperate with the Program in the investigation, settlement or defense of any claim or suit and shall not voluntarily make any payment, assume any obligation or incur any expense and shall cooperate in whatever manner necessary to determine liability or loss and facilitate settlement.
- J. The city shall immediately send the Program copies of any summons, notices or legal papers received in connection with the accident or loss.
- K. The Program is authorized to inspect and appraise the damaged property before its repair or disposition and shall have the right of salvage when applicable.

- L. The liability for damages to covered property which is covered by one or more policies of insurance is not covered under this Program except that the Program will pay the excess over any such insurance policy which has coverages less than the payment limits set forth in this agreement up to such payment limits. In cases where this Program is secondary, losses paid by other policies may satisfy the deductible under this Program.
- M. In the event of any payment under the terms of this agreement, the Program shall be subrogated to all of the participant's rights of recovery therefor against any person or organization.
- N. The terms of this Program shall apply separately to each article listed on the Enumeration Schedule and each shall be held to be separate pieces of property as respects limits of liability including any deductible provisions.
- O. No one has authority to verbally change any provisions of this Program. Any changes or endorsements must be in writing by a duly authorized representative of the Program.
- P. The provisions of this Program and the coverage hereon can be afforded only to the covered municipality and assignments to any person or persons, firms or corporations or other entity will not be honored by the Program without written consent.
- Q. The municipality enrolled in this Program agrees to pay into the Program each year a service charge established annually by the Program Administrator for property for which the municipality desires coverage. Such property must be listed annually on the Enumeration Schedule provided by the Program properly executed by an authorized official. Payment of the yearly charge by a municipality shall constitute its agreement to and the acceptance of the provisions of this agreement.
- R. The Executive Director of the Arkansas Municipal League is hereby designated Program Administrator. The Program Administrator shall at least annually conduct a meeting for all cities participating in the Program to hear recommendations and comments pertaining to the terms and conditions of this agreement and the administration of the Program. The Program Administrator shall also submit a financial statement at each annual meeting.

- S. A committee of not more than seven (7) persons representative of participating cities may be selected at the annual meeting to govern the Program and the Municipal Vehicle Program for the following year. The committee should be made up of the League's Officers whose cities or towns are members of both Programs.
- T. The Program Administrator is authorized to employ such agents, attorneys, investigators and appraisers as he may deem necessary to administer the Program and to pay from the Program all costs and expenses of administration of the Program including compensation to the Program Administrator.
- U. This agreement is made for the benefit of the individual municipalities joined herein and no municipal official, employee or other person shall have any legally-enforceable rights under this agreement against any municipality joined herein, (NOTE: THE MVP REFERENCES MUNICIPAL AGENCIES.) the Program, Program Administrator, Program agents, Arkansas Municipal League or attorneys for any of the foregoing, whether as third-party beneficiaries or otherwise, this agreement being one solely between the municipalities joined herein.
- V. The funds and assets of the Program shall be separated from Arkansas Municipal League funds and assets and notwithstanding anything herein to the contrary, the League shall not be obligated directly or indirectly to pay any sum. The monetary reserves of both the Municipal Vehicle Program and the Municipal Property Program were combined by action of the membership in June of 2015 and henceforth shall remain combined.

October 1985—As Amended Nov. 3, 2015



Municipal Property Program

Sponsored by
The Arkansas Municipal League



P.O. Box 38
North Little Rock, AR 72115
Phone: 501-374-3484, Ext. 125
Fax: 501-374-0541
E-mail: mpp@arml.org

Municipal Vehicle Program

Effective January 1, 1982

As Revised November 3, 2015

Part I. Liability

1. Payments by Program

- A. During the term of this Program and subject to terms of this agreement, the Program may pay all sums the municipality legally must pay as damages because of bodily injury, death or property damage to which this agreement applies involving a covered municipal vehicle and for which the municipality is liable under Ark. Code Ann. §21-9-303, (hereinafter sometimes referred to as "damages").
- B. During the term of this Program and subject to terms of this agreement, the Program may pay all sums any employee legally must pay as damages to which this agreement applies involving a covered municipal vehicle operated within the employee's scope of employment with authorization and direction to operate said motor vehicle (hereinafter sometimes referred to as "damages"). Each municipal employee operating a vehicle of a member municipality must have a valid driver's or commercial driver's license.
- C. The limit of payment by the Program is as follows: \$25,000 because of bodily injury to or death of one person in any one accident and subject to said limit for one person, \$50,000 because of bodily injury to or death of two or more persons in any one accident and \$25,000 because of injury to or destruction of property of others in any one accident (the foregoing limits of payment are hereinafter referred to as "payment limits").
- D. The Program has the right to settle and pay any claim or suit as the Program Administrator considers appropriate and payment of the payment limits ends the duty to defend or settle.

2. Payments by Municipality or Municipal Agency

A municipality or municipal agency, if operated by a separate board or commission of the municipality, hereinafter "agency," shall pay into the Program each year a charge established annually by the Program Administrator for covered municipal vehicles and self-propelled mobile

equipment owned or leased by the municipality or agency. The municipality or agency shall list all covered vehicles or self-propelled mobile equipment on an Enumeration Schedule. Payment of the charge by a municipality or agency shall constitute its agreement to and the acceptance of the provisions of this agreement.

3. Out-of-State Extension

While a covered municipal vehicle is in a state outside the State of Arkansas, the payment limits for that vehicle will be the lesser of the payment limits included herein or those specified by compulsory or financial responsibility law applicable to a municipality in the jurisdiction where the covered municipal vehicle is being used. Such payment limits in a state outside the State of Arkansas will provide the minimum amounts and types of other coverage's including No Fault that are required of out-of-state vehicles by the jurisdiction where the covered municipal vehicle is being used. However, the Program will not pay anyone more than once for the same elements of loss because of this extension.

4. Exclusions (Part I)

This agreement does not apply to and excludes the following:

- A. Liability caused by any vehicle or self-propelled mobile equipment not listed on the Enumeration Schedule or upon which no service charge has been paid. The terms of this Program shall apply separately to each vehicle or self-propelled mobile equipment listed on the Enumeration Schedule and each shall be held to be separate pieces of property as respects limits of liability including any deductible provisions.
- B. Damages to any employee or agent of the municipality or agency arising out of and in the course of his or her employment or activity on behalf of the municipality or agency.
- C. Damages to persons or to property owned or transported or in the care, custody or control of the municipality or agency except where included and covered by Part II.
- D. Damages caused by the dumping, discharge or escape other than by sudden or accidental means of irritants, pollutants or contaminants.
- E. The payment of punitive damages.
- F. Indirect or consequential loss of any kind.
- G. The Program does not provide coverage for self-propelled vehicles operated upon rails or

vehicles which are propelled by electric power obtained from overhead trolley wires but not operated upon rails.

- H. The Program does not provide coverage for watercraft, or aircraft; nor does it provide coverage for aquatic or aerial vehicles and devices.

5. Conditions (Part I)

This agreement is subject to the following conditions:

- A. All requirements of the Program have been complied with and attorneys for the Program participate in defense of claim.
- B. The municipality or agency shall promptly and in any event not later than ten (10) days after the accident notify the Program Administrator of any loss or accident. Within twenty (20) days after the accident and prior to any payments being made by the Program, the municipality or agency shall furnish an accident report completed by the appropriate investigating agency.
- C. The municipality or agency, as the case may be, shall cooperate with the Program in the investigation, settlement or defense of any claim or suit and shall not voluntarily make any payment, assume any obligation or incur any expense and shall cooperate in whatever manner necessary to determine liability or loss and facilitate settlement.
- D. The municipal official or employee shall notify the Executive Director of the League to defend a pending claim by delivering a copy of said claim or complaint along with any and all legal papers accompanying the claim, to the Executive Director of the League not less than seven (7) days, excluding Saturdays and Sundays and holidays, prior to the deadline for responding to said claim or complaint.
- E. See reverse side—Additional Conditions—Part I and II

Part II. Physical Damage to Municipal Vehicles

6. Intent of Program

- A. The intent of the Municipal Vehicle Program Part II is to cover motor vehicles and permanently attached equipment which are the property of the participating municipality or agency and any other equipment for which

coverage has been applied for and accepted by the Municipal Vehicle Program Part II.

- B. Part II of this Program covers all risks of direct physical loss of or damage to the property covered and listed on the Enumeration Schedule from any external cause except as excluded elsewhere herein.

7. Exclusions (Part II)

This program does not cover:

- A. Indirect or consequential loss of any kind.
- B. Loss or damage caused by or resulting from wear and tear, gradual deterioration, mechanical breakdown, inherent vice, latent defect, insects, vermin, rodents, rust, corrosion, dampness of atmosphere, water, falling objects, freezing or extremes of temperature; however, water damage arising directly from a specific accidental event shall not be excluded with respect to watercraft or aquatic vehicles under thirty (30) feet in length.
- C. Damage to aircraft; nor does it provide coverage for aerial vehicles and devices.
- D. Damage to watercraft or aquatic vehicles thirty (30) feet or more in length.

8. Valuation

For the purpose of this coverage, property will be valued at the full cost to repair or replace the property after deduction for depreciation.

9. Conditions (Part II)

- A. When loss occurs, the participating municipality or agency shall protect the property and any further loss due to the failure to protect shall not be recoverable under this Program.
- B. When loss occurs, the participating municipality or agency shall give notice thereof to the Program as soon as practicable and in any case, not more than ten (10) days after the loss.
- C. The limit of the Program's liability for loss of property shall not exceed either: (1) the actual cash value of the property or if the loss is of a part thereof, the actual cash value of such part at the time of loss, or (2) what it would then cost to repair or replace the property of such part thereof with other of like kind and quality with deduction for depreciation, or (3) the applicable limit of liability stated on the Enumeration Schedule.
- D. The terms of this Program shall apply separately to each article listed on the Enumeration Schedule and each shall be held to be sepa-

rate pieces of property as respects to Part II coverage, including any deductible provisions.

The Program may pay for the loss in money or may repair or replace the property or such part thereof as stated above or may return any stolen property with payment for any resulting damage thereto at any time before the loss is paid or the property is so replaced or may take all or such part of the property at the agreed or appraised value.

- E. This coverage applies only to direct and accidental losses to the covered property which is sustained during the coverage period and when such property described in this coverage is maintained and used as municipal property for proper municipal purposes under the direction or approval of officials in charge.
- F. Eligibility. A municipality or municipal agency wishing to obtain coverage under the Municipal Vehicle Program Part II must first be enrolled in Part I except that watercraft or aquatic vehicles less than thirty (30) feet in length may not be enrolled in Part I and are eligible only for Part II coverage.
- G. Deductible Provision. In the event indemnity for loss is payable to a participating municipality or agency, the amount paid will be reduced by the deductible amount. The deductible amount will be \$1,000 per occurrence.
- H. The Program is authorized to inspect and appraise the damaged property before its repair or disposition and shall have the right of salvage when applicable.
- I. The liability for damages to covered property which is covered by one or more policies of insurance is not covered under this Program except that the Program will pay the excess over any such insurance policy which has coverage's less than the payment limits set forth in this agreement up to such payment limits.
- J. In the event of any payment under the terms of this agreement, the Program shall be subrogated to all rights of recovery therefore against any person or organization.
- K. Damages to persons transported by the municipality or its agency, or in its care, custody or control may be covered at the discretion of the Program's Administrator, but in any event, the program shall only be liable for bodily harm and only to the extent of limits in Part I, paragraph 1(C).

Conditions Applicable to Parts I and II

1. The term of this agreement shall be for one (1) year beginning and ending on the date set forth in the Enumeration Schedule executed by the parties and incorporated herein by reference. The execution of subsequent Enumeration Schedules shall constitute extensions of this agreement for one (1) year periods designated therein.
2. No one has authority to verbally change any provisions of this Program. Any changes or endorsements must be in writing by a duly authorized representative of the Program.
3. Annual enumeration provides coverage for the vehicles and their equipment listed on the Enumeration Schedule. Therefore, when a replacement or an additional vehicle is acquired, it must be reported to the Program and appropriate pro-rata premium paid within thirty (30) days of acquisition.
4. The municipality, its agency or the Program may terminate this agreement by giving the other party thirty (30) days' notice in writing. Following cancellation by the Program, any refund will be computed pro-rata. Upon cancellation by the municipality or agency, no refund will be made. In the event of termination of the Program, any or all assets, including real or personal property held or owned by the Program, shall be distributed to the participating municipalities on a pro-rata basis. Any property acquired or held for the Program shall be held in the name of the Municipal Vehicle Program.
5. The provisions of this Program and the coverage herein can be afforded only to the covered municipality and covered agency and assignments to any person or persons, firms or corporations or other entity will not be honored by the Program without written consent.
6. The municipality or agency enrolled in this Program agrees to pay into the Program each year a service charge established annually by the Program Administrator for property for which the municipality desires coverage. Such property must be listed annually on the Enumeration Schedule provided by the Program properly executed by authorized official. Payment of the yearly charge by a municipality or agency shall constitute its agreement to and the acceptance of the provisions of this agreement.

7. The Executive Director of the Arkansas Municipal League is hereby designated Program Administrator. The Program Administrator shall at least annually conduct a meeting of all municipalities and municipal agencies participating in the Program to hear recommendations and comments pertaining to the terms and conditions of this agreement and the administration of the Program. The Program Administrator shall also submit a financial statement at each annual meeting.
8. A committee of not more than seven (7) persons representative of participating municipalities may be selected at the annual meeting to govern the Program for the following year. At the League's annual business meeting held during the 74th annual convention, it was determined that the committee should be made up of the League's Officers whose cities or towns are members of the Program.
9. The Program Administrator is authorized to employ such agents, attorneys, investigators and appraisers as he may deem necessary to administer the Program and to pay from the Program all costs and expenses of administration of the Program including compensation to the Program Administrator.
10. This agreement is made for the benefit of the individual municipalities joined herein and no municipal official, employee or other person shall have any legally enforceable rights under this agreement against any municipality joined herein, a municipal agency, the Program, Program Administrator, Program Agents, Arkansas Municipal League or attorneys for any of the foregoing, whether as third-party beneficiaries or otherwise, this agreement being one solely between the municipalities joined herein.
11. The funds and assets of the Program shall be separated from Arkansas Municipal League funds and assets and notwithstanding anything herein to the contrary, the League shall not be obligated directly or indirectly to pay any sum. The monetary reserves of both the Municipal Vehicle Program and the Municipal Property Program were combined by action of the membership in June of 2015 and henceforth shall remain combined.



MUNICIPAL VEHICLE PROGRAM

Revised Effective
November 3, 2015

*This Program is not insurance
and is not regulated by the
Arkansas Insurance Department.*

Sponsored
by the
Arkansas Municipal League



P.O. Box 38
North Little Rock, AR 72115
Phone: 501-374-3484, Ext. 125
Fax: 501-374-0541
E-mail: mvp@arml.org

2015-2016 Insurance Comparison

Type of coverage	Travelers Insurance (Actual Rates)	AML (Estimates)	Cost Savings
Auto	\$408,101	\$310,000	\$98,101
Equipment	\$33,619	See note 1	\$33,619
Fine Arts & Misc.	\$26,830	See note 2	\$26,830
Property	\$357,794	\$320,000	\$37,794
	<u>\$826,344</u>	<u>\$630,000</u>	<u>\$196,344</u>

Note: City could save an additional \$54,000 using a different broker

Note 1: included in Auto total

Note 2: included in property total

Auto Valuation	Actual Cash Value	Value declared on schedule
Property Valuation	Replacement cost	Replacement cost
Limits of Liability	\$100,000 combined single limit (includes punitive damages)	*Compulsary limits of \$25/\$50/\$25

*\$25,000 each person/ \$50,000 each accident/
\$25,000 property damage (punitive damages are excluded)

Claims History 2013-2015

Automobile

Year	Number of Auto incidents	Claims Reported to Travelers for at-fault accidents	Claims Paid by Travelers	Travelers Deductible	AML would have paid
2013	80	14	\$28,925	\$4,000	\$30,000
2014	85	14	\$78,400	\$8,200	
2015	75	18	\$162,162	\$3,000	\$87,162
Totals			<u>\$269,487</u>	<u>\$15,200</u>	<u>\$117,162</u>

Equipment

Year	Number of Equipment incidents	Claims Reported to Travelers	Claims reimbursed by Travelers	Travelers Deductible	AML would have paid
2013	2	1	\$142,628	\$1,000	\$142,628
2014	1	1	\$44,000	\$1,000	\$44,000
2015					
Totals			<u>\$186,628</u>	<u>\$2,000</u>	<u>\$186,628</u>

Property

Year	Number of Property incidents	Claims Reported to Travelers	Claims Paid by Travelers	Travelers Deductible	AML would have paid
2013	2	0		\$25,000	\$0 (cost of repairs under \$5,000)
2014	1	0		\$25,000	\$0 (cost of repairs under \$5,000)
2015	2	0		\$25,000	\$16,250
Totals			<u>\$0</u>	<u>\$75,000</u>	<u>\$16,250</u>

Claims History 2013-2015

Department	2013	2014	2015
Customer service		1	1
Fire	2	3	1
Parks	1		
Police	3	2	5
sanitation	4	3	4
Street		2	2
Transit	3	3	3
Utilities	1	1	2
Totals	<u>14</u>	<u>14</u>	<u>18</u>

RESOLUTION _____

**A RESOLUTION TO ACCEPT THE BID AND AUTHORIZE A CONTRACT FOR THE CONSTRUCTION OF THE JENNY LIND ROAD & INGERSOLL AVENUE WIDENING
AHTD JOB NO. 040471
PROJECT NO. 07-01-A**

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

SECTION 1: Subject to concurrence by the Arkansas State Highway and Transportation Department, the bid of Forsgren, Inc., received February 9, 2016, for the construction of the Jenny Lind Road & Ingersoll Avenue Widening Project No. 07-01-A, Job No. 040471, in the amount of \$28,830,649.66 is hereby accepted.

SECTION 2: The Mayor is hereby authorized to execute, his signature being attested by the City Clerk, the contract with Forsgren Inc. for Project No. 07-01-A, Job No. 040471, subject to the terms set forth in Section 1 above.

SECTION 3: Payment for construction contracted pursuant to Sections 1 and 2 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this _____ day of February, 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



 No Publication Required



Memorandum

TO: Jeff Dingman, Acting City Administrator

FROM: Stan Snodgrass, P.E., Director of Engineering

DATE: February 11, 2016

SUBJECT: Jenny Lind Road & Ingersoll Avenue Widening
AHTD Job 040471, City Project No. 07-01-A

This project includes widening and improvements to Jenny Lind Road between Zero and Cavanaugh Road, and Ingersoll Avenue from Hwy 271 to Jenny Lind. It also includes the extension of Ingersoll Avenue from Jenny Lind to Highway 71B. A location map of the proposed improvements is attached and more details about the project are noted below.

Jenny Lind Road between Zero and Cavanaugh Road is being widened to a five lane curb and gutter section. Grassed medians are being installed where feasible from the railroad tracks north to Brazil Avenue. A multiuse path is being installed along the east side of Jenny Lind Road from Cavanaugh Road to Jacobs Avenue adjacent to the Boys and Girls Club. A sidewalk will be installed along the entire west side and along the east side from Jacobs to Zero. The 90 degree turn at Jenny Lind and Ingersoll is also being realigned and a traffic signal will be installed at the intersection. A cul-de-sac will be constructed on the existing section of Jenny Lind Road just south of Brazil Avenue.

Ingersoll Avenue from Highway 271 to Jenny Lind is being widening to a three lane curb and gutter section with sidewalks along both sides. This section of Ingersoll Avenue will also extend east from Jenny Lind Road to Highway 71B, aligning with McKinley Avenue. New traffic signals will be installed at the intersections of Ingersoll Avenue with Hwy 71B and Hwy 271.

Construction plans and specifications were prepared by Crafton, Tull & Associates, Inc., of Rogers, Arkansas. An advertisement was published and bids were received on February 9, 2016. Ten contractors requested plans and specifications and one bid was received as follows:

CONTRACTOR	AMOUNT
1. Forsgren, Inc. Fort Smith, AR	\$28,830,649.66
<i>Engineers Estimate</i>	<i>\$31,200,000.00</i>

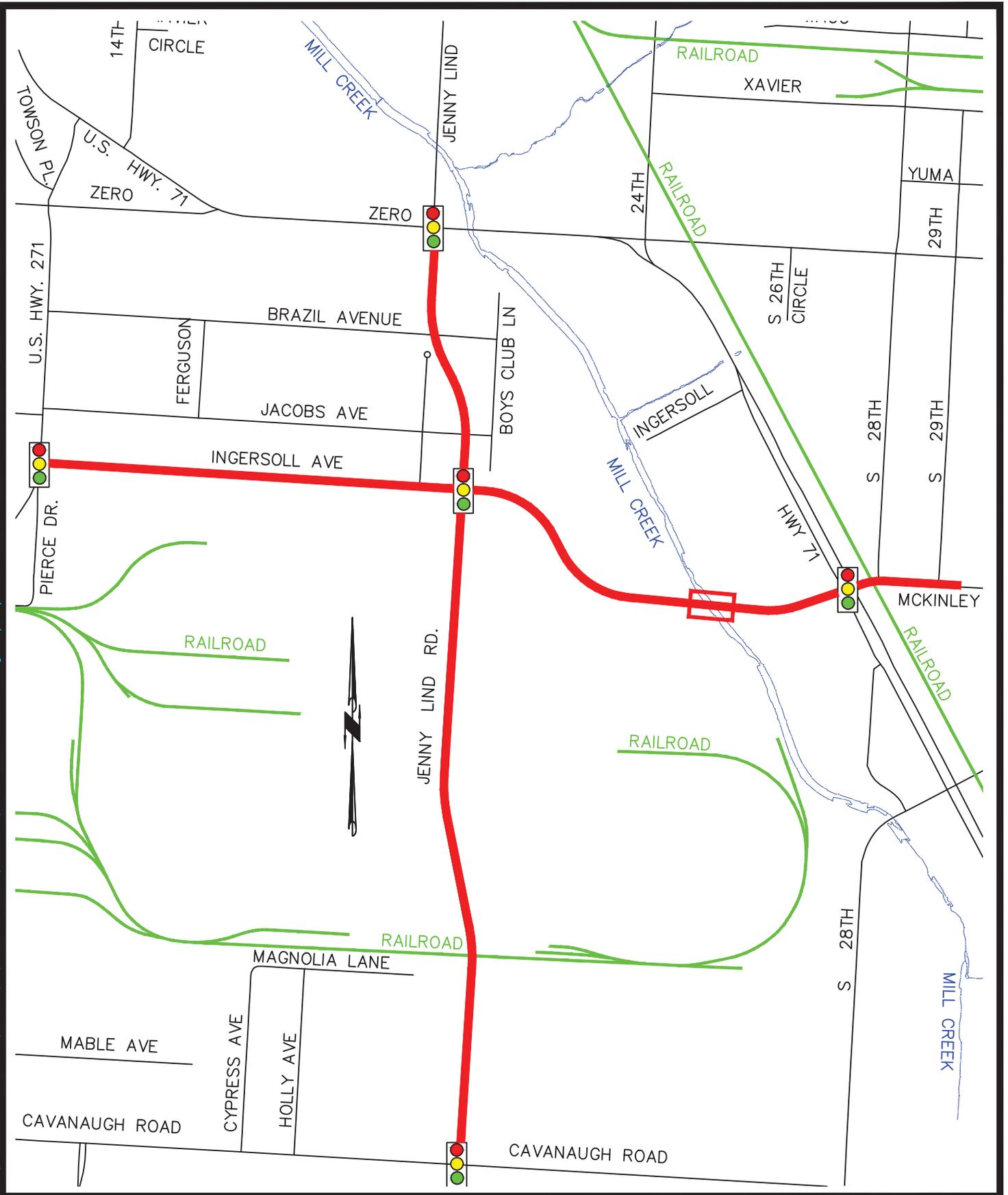
Jeff Dingman
February 11, 2016
Page 2

The bid received is approximately \$2.4 million (7.6%) below the engineers estimate and I recommend that the bid be accepted and that the construction contract be awarded to Forsgren, Inc. The estimated notice to proceed date for this contract is April 11, 2016. Based on the contract duration of 720 days, the estimated completion date would be March 31, 2018.

A federal grant of \$7.2 million is benefitting this project with the remaining funding through the one cent street and drainage sales tax fund. A Resolution is attached to accept the bid and authorize the contract upon receiving concurrence from the Arkansas Highway and Transportation Department. Funds are available in the Sales Tax Program (1105) for the construction.

This project is also 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-5.1 (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-5.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs).

Attachment



2016 CAPITAL IMPROVEMENTS PROGRAM
 JENNY LIND - INGERSOLL
 ZERO STREET TO CAVANAUGH ROAD



Project:	
Date:	FEB. 2016
Scale:	NONE
Drawn By:	RBR

RESOLUTION _____

**A RESOLUTION TO ACCEPT THE BID AND AUTHORIZE A
CONTRACT FOR THE 2015 DRAINAGE IMPROVEMENTS, PHASE B
PROJECT NO. 15-06-B**

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

SECTION 1: The bid of Forsgren Inc. received February 2, 2016 for the 2015 Drainage Improvements, Phase B, Project No. 15-06-B, in the amount of \$1,329,822.35, be accepted.

SECTION 2: The Mayor is authorized to execute a contract with Forsgren, Inc. subject to the terms set forth in Section 1 above.

SECTION 3: Payment for construction authorized by Section 1 is hereby authorized from the Sales Tax Fund (1105).

This resolution adopted this _____ day of February, 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to Form



 No Publication Required



Memorandum

TO: Jeff Dingman, Acting City Administrator
FROM: Stan Snodgrass, P.E., Director of Engineering
DATE: February 11, 2016
SUBJECT: 2015 Drainage Improvements, Phase B
Project No. 15-06-B

This project is located in the Country Club Terrace subdivision and will replace an existing undersized concrete lined ditch located east of South 21st Street between Boston Street and Carthage Street with a new concrete storm sewer. Structure flooding, severe street and yard flooding are occurring in this area. The project also includes the resurfacing/reconstruction of Carthage Street and Carthage Circle between South 21st Street and Boston Street. The location of the proposed improvements are shown on the attached exhibit.

Construction plans and specifications were prepared by Philip J. Leraris, P.E., L.S. of Fort Smith. An advertisement was published and bids were received on February 2, 2016. Ten contractors requested plans and specifications and five bids were received which are summarized as follows:

CONTRACTOR	AMOUNT	CONTRACTOR	AMOUNT
1. Forsgren, Inc. Fort Smith, AR	\$1,329,822.35	4. Steve Beam Constr. Fort Smith, AR	\$1,593,702.00
2. Township Builders Little Rock, AR	\$1,475,333.00	5. A.J. Greenwood Van Buren, AR	\$1,631,791.00
3. Brothers Construction Van Buren, AR	\$1,575,755.00	<i>Engineer's Estimate</i>	<i>\$1,500,000.00</i>

I recommend that the lowest bid be accepted and that the construction contract be awarded to Forsgren, Inc. The estimated notice to proceed date for this contract is March, 14, 2016. Based on the contract duration of 270 days, the estimated completion date would be December 8, 2016.

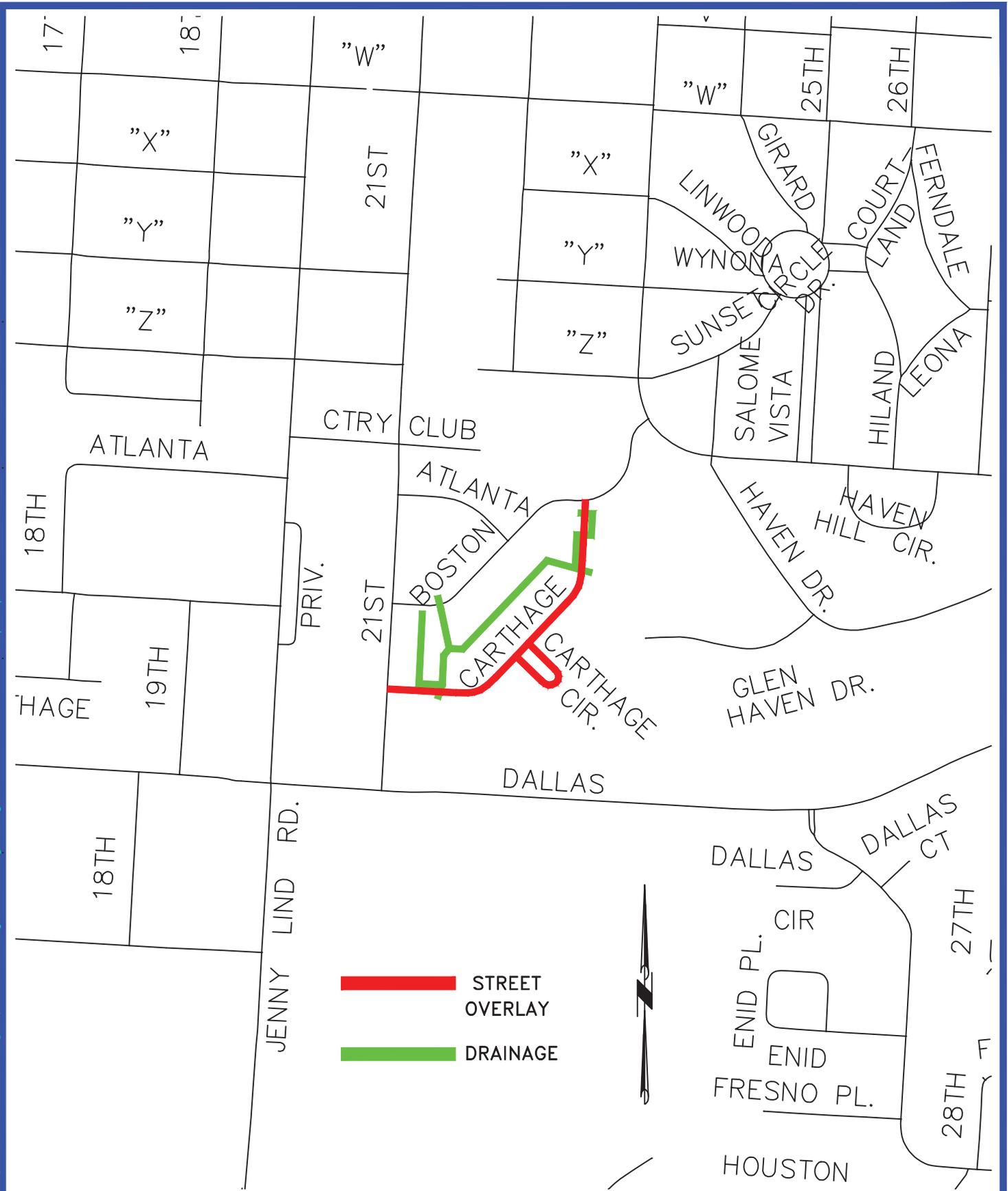
This project is also in alignment with the comprehensive plan policies FLU-1.4 (Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision), TI-5.1 (Continue to

Jeff Dingman
February 11, 2016
Page 2

ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems), TI-5.2 (Ensure that utility and infrastructure systems can meet the city's long-term needs) and NCR-2.6 (Reduce stormwater runoff and flooding).

Attached is a Resolution to accomplish the above recommendation. Funds are available in the Sales Tax Program (1105).

Attachment



2015 DRAINAGE IMPROVEMENTS
AND
STREET OVERLAYS/RECONSTRUCTION



Project:	15-06-B
Date:	FEBRUARY 2016
Scale:	NONE
Drawn By:	RBR

RESOLUTION NO. _____

RESOLUTION DETERMINING DEFAULT AND TERMINATION OF CONTRACT WITH DIXON CONTRACTING, INC. FOR THE CONSTRUCTION OF THE GREG SMITH RIVERWALK (WEST RIVER FRONT TRAIL) AND AUTHORIZING THE CITY ADMINISTRATOR TO INVESTIGATE NECESSARY ACTION TO SECURE THE COMPLETION OF THE SUBJECT PROJECT

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

SECTION 1: Pursuant to Section 108.11 of the Standard General Conditions of the Contract of the City of Fort Smith with Dixon Contracting, Inc. regarding the Greg Smith Riverwalk (West River Front Trail), the Contractor is determined to be in default of the Contractor’s duties pursuant to the Contract and termination of the Contract is hereby determined and declared.

SECTION 2: The City Administrator and the Administrator’s designated agents are hereby authorized to investigate all reasonable methods of obtaining completion of the contracted work regarding the Greg Smith Riverwalk (West River Front Trail) in an expeditious and proper manner.

This Resolution adopted this _____ day of February, 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM



_____npr



Memo:

February 10, 2016

To: Jeff Dingman, City Administrator
From: Doug Reinert, Director of Parks and Recreation *DSR*
Re: Greg Smith River Walk

On December 16, 2014, the Board authorized a contract with Dixon Contracting, Inc. for the construction of West River Front Trail, which was renamed the Greg Smith Riverwalk at the same Board meeting. The notice to proceed was issued effective March 24, 2015 allowing 160 days to substantially complete the project; August 30, 2015 and fully complete on or before September 19, 2015.

On October 6, 2015, the Board authorized Change Order No. 1 extending the contract date by 91 calendar days because of weather delays and delays with receiving the permanent easement giving a revised completion date of December 19, 2015. Change Order No. 2 was authorized by the Board on November 3, 2015 to allow for additional cleanup from spring rains; clearing debris that had washed ashore and overgrowth of weeds and voluntary trees that had gotten out of control. This additional work extended the contract by 10 additional days making the final completion date December 29, 2015.

Dixon Contracting is in default under the subject Contract by failing to obtain substantial completion within permitted Contract time, because of failure to settle all valid claims for materials or labor in an expeditious manner (resulting in subcontractors refusing to work) and for further reasons set forth in the attached letter to Dixon Contracting, Inc. dated January 21, 2016.

After much deliberation with the City Attorney and Bobby Aldridge, the Principal Engineer, I am respectfully requesting that the Board of Directors consider terminating the Contract with Dixon Contracting, Inc. for the River Front West Trail (Greg Smith Riverwalk) and consider entering into a settlement agreement declaring that the City will complete the work through necessary contracts or use its own forces as outlined in the attached letter to Dixon Contracting, Inc. and SureTec Insurance Company dated February 9, 2015

A Resolution authorizing notification of the contractor and surety of this termination is attached. We have notified Dixon Contracting, Inc. and SureTec Insurance Company of our intent to terminate the contract pursuant to the terms outlined in the contract.

Should you have any questions or need additional information please feel free to contact me.

attachments

Sig. file



January 21, 2016

Mr. Morlin Dixon
Dixon Contracting, Inc.
P.O. Box 10917
Fort Smith, AR 72917

Cerotic Insurance Company of Houston, Texas
c/o Elizabeth Solomon
1330 Post Oak Blvd., Ste. 1100
Houston, TX 77056

Cerotic Insurance Company
9739 Great Hills Trail, Ste. 320
Austin, TX 78756

Re: City of Fort Smith, Arkansas Contract Dated
December 16, 2014, with Dixon Contracting, Inc.
West River Front Trail

Gentlemen and Ms. Solomon:

Mr. Aldridge has provided to us Mr. Dixon's letter of January 13, 2016, addressed to the City of Fort Smith, Parks & Recreation Department, Fort Smith, Arkansas. The requests contained in the letter are not consistent with the City's understanding of the subject contract.

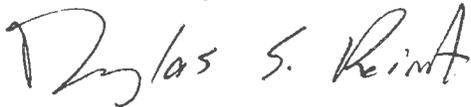
Pursuant to paragraph 108.11 of the Standard General Conditions of the Contract, the Owner gives written notice to the Contractor and the Surety that the Contractor has performed Contract work unsuitably, has failed to comply with the contract requirements and has failed to carry on the work in a manner acceptable to the Owner. At times, the Contractor has not prosecuted the work and, based on contact by subcontractors, the City believes the Contractor has failed to settle all valid claims for materials or labor in an expeditious manner. Pursuant to Section 108.11 of the Standard General Conditions, notice is given that the Contractor or the Surety shall (1) proceed to complete all Contract work as soon as feasible except final topsoil placement and grading, seeding, sodding and tree planting and (2) make application to the City for a suspension

of work under the Contract due to the probability of weather events which would adversely affect the final topsoil placement and grading, seeding, sodding and tree planting under the Contract.

The City will consider any response by the Contractor within the ten day written notice period. The City extends to the Surety the opportunity to provide response, within the ten day period, identifying the Surety's intention regarding completion of the Contract work.

Thank you for your attention to this matter.

Yours sincerely,

A handwritten signature in black ink that reads "Douglas S. Reinert". The signature is written in a cursive style with a large initial 'D'.

Doug Reinert
Director of Parks and Recreation
City of Fort Smith, Arkansas

cc Bobby Aldridge, Frontier Engineering, Inc.
Jeff Dingman, Acting City Administrator
Jerry Canfield, Daily & Woods



February 9, 2016

Mr. Morlin Dixon
Dixon Contracting, Inc.
P.O. Box 10917
Fort Smith, AR 72917

Via Hand Delivery

Mr. Scott Olson
Vice President & Director of
Contract Support Services
SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

Via Electronic Mail solson@suretec.com
& First Class Mail

Re: City of Fort Smith, Arkansas Contract Dated
December 16, 2014, with Dixon Contracting, Inc.
West River Front Trail

Dear Mr. Dixon and Mr. Olson:

I have received Mr. Dixon's letter of January 28, 2016 enclosing copies of correspondence dated January 13, 2016 and December 21, 2015.

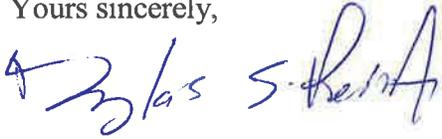
The City asserts that Dixon Contracting, Inc. is in default under the subject Contract by failing to obtain substantial completion within permitted Contract time, because of continued failure to settle all valid claims for materials or labor in an expeditious manner (resulting in subcontractors refusing to work) and for the further reasons set forth in the City's letter dated January 21, 2016. The Contractor has failed to submit a meaningful schedule for completion of the work as requested. The Contract work is beyond Contract time (as extended) and liquidated damages are accruing. Ten days notice has been given pursuant to paragraph 108.11 of the Standard General Conditions of the Contract.

The City gives notice that its Board of Directors will be asked to consider terminating the Contract at its meeting to be held at 6:00 p.m. on Tuesday, February 16, 2016. Any proposals by the Contractor or Surety regarding the Contract should be presented prior to or at that meeting.

The City reserves all rights and claims under the Contract, including without limitation, claims for liquidated damages.

Thank you for your attention to this matter.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Doug Reinert". The signature is stylized and cursive.

Doug Reinert
Director of Parks and Recreation
City of Fort Smith, Arkansas

cc Bobby Aldridge, Frontier Engineering, Inc.
Jeff Dingman, Acting City Administrator
Jerry Canfield, Daily & Woods



February 9, 2016

Mr. Morlin Dixon
Dixon Contracting, Inc.
P.O. Box 10917
Fort Smith, AR 72917

Via Hand Delivery

Mr. Scott Olson
Vice President & Director of
Contract Support Services
SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

Via Electronic Mail solson@suretec.com
& First Class Mail

Re: City of Fort Smith, Arkansas Contract Dated
December 16, 2014, with Dixon Contracting, Inc.
West River Front Trail
Settlement Discussion – Privileged Pursuant to the Arkansas Rules of Evidence

Dear Mr. Dixon and Mr. Olson:

I have delivered today notice of the City's intention to ask the Board of Directors of the City to terminate the captioned Contract.

The Contract work should have been completed. Some portions of the remaining work are season sensitive, and the City has suggested suspension of that work under the Contract due to the probability of weather events which could adversely affect the final topsoil placement and grading, seeding, sodding and tree planting under the Contract. The City respectfully suggests that the parties enter into a settlement agreement concluding the Contract at the current state of performance and that the City complete the work through necessary contracts or use of its own forces. Once growing season arrives, the work which is season sensitive would be completed. The principal elements of the City's proposal are as follows:

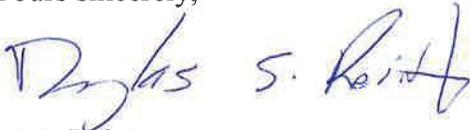
- a) The Engineer would prepare a final payment estimate, which after review by the City and Contractor, would be submitted to the Board of Directors making payment for work completed which has not previously been paid;
- b) The City would include for payment to the Contractor the items identified in your letter of January 13, 2016 regarding May water damage in the amount of \$13,298.03 and for re-surveying the trail in the amount of \$2,087.25;
- c) The City would pay for replacement of trees lost in the December flood water based upon verification of the expense for same (item is assumed to be in the neighborhood of \$4,000.00);
- d) The Contractor and its suppliers would honor all warranties applicable to the Contract beginning with a final completion date which will be the same date as Fort Smith Board of Directors approval of the agreement and pay estimates;
- e) The Contractor would be relieved of all other Contract work and responsibility for such work; and,
- f) The City will waive all liquidated damage claims occurring prior to the date of approval of the agreement by the Fort Smith Board of Directors.

Any settlement is subject to approval of the Fort Smith Board of Directors. We are available to discuss the settlement agreement during a period of time ending at 6:00 p.m. on Tuesday, February 16, 2016.

The City reserves all rights and claims under the Contract, including without limitation, claims for liquidated damages.

Thank you for your attention to this matter.

Yours sincerely,



Doug Reinert
Director of Parks and Recreation
City of Fort Smith, Arkansas

cc Bobby Aldridge, Frontier Engineering, Inc.
Jeff Dingman, Acting City Administrator
Jerry Canfield, Daily & Woods

RESOLUTION NO. _____

A RESOLUTION ACCEPTING BID AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ACE SURFACES NORTH AMERICA, INC. FOR THE CONSTRUCTION OF THE CREEKMORE PARK AND TILLES PARK TENNIS COURT RESURFACING PROJECT

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

SECTION 1: The bid of Ace Surfaces North America, Inc. for the construction of the Creekmore Park and Tilles Park Tennis Court Resurfacing Project is hereby accepted.

Section 2: The Mayor is hereby authorized to execute a contract with Ace Surfaces North America, Inc. for an amount not to exceed \$286,316.47, for performing the project identified in Section 1.

This Resolution adopted this _____ day of February, 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM



_____npr



Memo:

February 10, 2016

To: Jeff Dingman, Acting City Administrator
From: Doug Reinert, Director of Parks & Recreation
Re: Creekmore and Tilles Tennis Court Resurfacing

DSR

Creekmore and Tilles Tennis Courts are an iconic fixture in the City of Fort Smith. Both courts are heavily used by the Western Arkansas Tennis Association, University of Arkansas Fort Smith, Northside and Southside High School tennis teams and citizens of all ages. As amenities age, maintenance becomes a necessary obligation to provide a safe place for users to engage in recreation activities. A great deal of thought and research has gone into the steps needed to keep these facilities in the very best condition and stay within the confines of the budget.

This project was bid out according the city procedure and bids were opened on September 8, 2015 with only one bid received from Ace Surfaces North America, Inc for \$286,316.47. The contractor has recently received their business license for the State of Arkansas. The project is weather sensitive and we anticipate application to be done in March or April, weather permitting.

The intent of this contractual work is to resurface the southernmost courts (1-4), crack filling, painting and striping and the northernmost courts (5-8) with a specialized rubber matting. The rubber matting of half the courts accomplishes several goals such as keeping the maintenance project within budget, serves as a test area for the new system on a high traffic space, better playability and increased surface longevity of (20+ years). Tilles Tennis Courts will be maintained in the same fashion as the southernmost courts at Creekmore, crack filling, painting and striping.

Funding in the amount of \$275,000 for the project has been earmarked through the 1/8 cent sales tax on the 2015 CIP and Western Arkansas Tennis Association (WATA) has secured a \$7,000 grant from the Arkansas Tennis Patrons Foundation to help assist with the cost of Tilles Tennis Courts. They have applied for a grant from the United States Tennis Association for \$10,000 that would fund the remainder of the project. Should funds not be received we do have funds dedicated for Tilles Park that has been received over the years through the Tilles Foundation. I recommend the Board of Directors approve the attached resolution for the Creekmore Park and Tilles Park Tennis Courts Resurfacing Project and authorize the Mayor to execute the contract with Ace Surfaces North America, Inc. for the amount of \$286,316.47 If you have any questions concerning this project please feel free to contact me.

Attachments

Creekmore Park and Tilles Park
Tennis Court Resurfacing
Summary of Bids Received
September 8, 2015 • 2:00 p.m.

BIDDER	BID AMOUNT
ReBounces Harrison, Arkansas	\$ <u>No Bid</u>
Trans Texas Tennis Ltd. Houston, Texas	\$ <u>No Bid</u>
Forsgren, Inc. Fort Smith, Arkansas	\$ <u>No Bid</u>
Ace Surface North America, Inc. Altamonte Springs, FL 32714	\$ <u>286,315.47</u>

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO KBM INDUSTRIAL SERVICES, INC., FOR THE LEE CREEK WATER TREATMENT PLANT TRASH RAKE ACCESS PLATFORMS

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

SECTION 1: The construction of the Lee Creek Water Treatment Plant Trash Rake Access Platforms, Project 15-21-C1, is accepted as complete.

SECTION 2: Final payment to KBM Industrial Services Inc., in the amount of \$39,971.61, is hereby approved.

This Resolution adopted this _____ day of February 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: February 08, 2016

FROM: Steve Parke, Director of Utilities

SUBJECT: Lee Creek Water Treatment Plant
Trash Rake Access Platforms
Project Number 15-21-C1

This project performed by KBM Industrial Service, Inc., replaced the existing access platforms to the trash rake at Lee Creek water treatment plant with new platforms, which meet current safety standards. The trash racks installed to protect the water intakes for the water treatment plant and hydro-turbine generator utilizes a traveling trash rake to remove the collected debris. The trash rake is mounted on the upstream face of the intake structure at the main operating floor level and is approximately 40 feet above the reservoir's normal pool elevation.

The attached Resolution authorizes final payment to KBM Industrial Service, Inc., in the amount of \$39,971.61. Should you or the members of the Board have any questions or need additional information, please let me know.

attachment

Project Summary

Project status: Complete

Project name: Lee Creek Water Treatment Plant
Trash Rake Access Platforms

Today's date: February 2, 2016

Project number: 15-21-C1

Staff contact name: Steve Parke

Project engineer: Hawkins-Weir Engineers

Staff contact phone: 784-2231

Project contractor: KBM Industrial Services

Notice to proceed issued: September 28, 2015

Completion date: January 15, 2016

	Dollar Amount	Contract Time (Days)
Original contract	\$39,971.61	90
Change orders:	\$0.00	0
Total change orders 0	\$0.00	<u>0</u>
Adjusted contract	<u>\$39,971.61</u>	<u>90</u>
Payments to date (as negative)	0	0%
Amount of this payment (as negative)	-\$39,971.61	100%
Retainage held	\$0.00	
Contract balance remaining	\$0.00	
Amount over or under as percentage	0%	

Final comments:

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER ONE WITH
GOODWIN & GOODWIN, INC., FOR THE MASSARD WASTEWATER
TREATMENT PLANT SEWER REPAIR

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

Change Order Number One to the contract with Goodwin & Goodwin, Inc., for the
construction of the Massard Wastewater Treatment Plant Sewer Repair, Project Number
15-17-C1, in the amount of \$7,359.00, adjusting the final contract amount to \$580,905.00, and
adding 30 calendar days to the contract, is hereby approved.

This Resolution adopted this _____ day of February 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

RESOLUTION ACCEPTING THE PROJECT AS COMPLETE AND AUTHORIZING FINAL PAYMENT TO GOODWIN & GOODWIN, INC., FOR THE MASSARD WASTEWATER TREATMENT PLANT SEWER REPAIR

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

SECTION 1: The construction of the Massard Wastewater Treatment Plant Sewer Repair, Project Number 15-17-C1, is accepted as complete.

SECTION 2: Final payment to Goodwin & Goodwin, Inc., in the amount of \$37,375.06, is hereby approved.

This Resolution adopted this _____ day of February 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: February 8, 2016

FROM: Steve Parke, Director of Utilities

SUBJECT: Massard Wastewater Treatment Plant Sewer Repair
Project Number 15-17-C1

Goodwin & Goodwin, Inc., has submitted final pay request in the amount of \$37,375.06 for work completed on the Massard Wastewater Treatment Plant Sewer Repair. Gravity sewer mains within the wastewater treatment plant were badly corroded to the point of collapse thereby creating sink holes.

This project replaced approximately 526 linear feet of 12-inch sanitary sewer main, 245 linear feet of 6-inch sanitary sewer main and lined 422 linear feet of 24-inch sewer main with cured-in-place lining. In addition eight brick manholes were rehabilitated using a fiberglass liner to retard future deterioration. During construction the extent of damaged sewer main and manhole deterioration was found to be more extensive than expected. Additional sewer main was replaced, an additional manhole was added for rehabilitation and several manholes had to be completely rebuilt around the liners. An additional sink hole opened up next to the return activated sludge pump station which was determined to be the result of a defective drain line running from the building. The line was inaccessible for repair, so the contractor was tasked with coring a 4-inch hole in the basement wall and laying a 175 linear feet of 2-inch PVC to the nearest manhole. A sump pump was supplied and connected by city personnel. The \$22,650.00 of additional work was partially offset by a reduction in the total CIPP footage required (-\$11,129.00) and a material change for the 33 linear feet of 24-inch pipe connecting to the pump station wet well (-\$4,162.00). Change Order One adds a net \$7,359.00 to the contract. It also adds 22 days for additional work and 8 days for weather delays. A project summary sheet is attached for your information.

Resolutions approving Change Order Number One in the amount of \$7,359.00 and adding 30 calendar days to the contract time, accepting the project as complete and authorizing final payment in the amount of \$37,375.06, are attached. It is my recommendation that the project be accepted as complete.

Should you or the members of the Board have any questions or need additional information, please let me know.

attachment

Project Summary

Project status: Complete

Project name: Massard Wastewater Treatment Plant Sewer Repair

Today's date: February 8, 2016

Project number: 15-17-C1

Staff contact name: Steve Parke

Project engineer: Hawkins-Weir Engineers, Inc

Staff contact phone: 784-2231

Project contractor: Goodwin & Goodwin, Inc.

Notice to proceed issued: August 20, 2015

Project Complete: December 18, 2015

	Dollar Amount	Contract Time (Days)
Original contract	\$573,546.00	90
Change orders: 1	\$7,359.00	30
Total change orders	<u>\$7,359.00</u>	<u> </u>
Adjusted contract	\$580,905.00	120
Payments to date (as negative):	-\$543,385.99	
Amount of this payment	\$37,375.06	
Retainage held	\$0.00	
Contract balance remaining	\$143.95	
Amount over original as a percentage	1.3%	

Final Comments:

Worse than expected pipe and manhole condition resulted in added work.

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER TWO TO THE AGREEMENT WITH MICKLE WAGNER COLEMAN, INC., FOR THE LAKE FORT SMITH WATER TRANSMISSION LINE – PHASE I

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

SECTION 1: Amendment Number Two to the Agreement with Mickle Wagner Coleman, Inc., to provide engineering design services for the Lake Fort Smith Water Transmission Line – Phase I, Project Number 08-07-ED2, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute Amendment Number Two to the Agreement in the amount of \$147,191.00, adjusting the Agreement to an amount of 1,342,991.00, for performances of said services.

This Resolution adopted this _____ day of February 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: February 11, 2016

FROM: Steve Parke, Director of Utilities

SUBJECT: Lake Fort Smith Water Transmission Line
Phase 1 Engineering Design Amendment No. 2

Mickle Wagner Coleman (MWC) was awarded the engineering design for the above captioned project for the first 6.5 miles of 48-inch diameter water transmission line in February 2012. The multiple year design contract included the design and bidding services for the first 6.5 miles beginning at the Lake Fort Smith water treatment plant. The design services also included tasks associated with easement identification and acquisition assistance for all of the phase 1 project along with the easements for phase 2 across properties which had a high probability of being subdivided or developed prior to the construction of the phase 2 project. It was anticipated that these services would be completed in mid-2013.

MWC's scope-of-work and project completion was impacted by several changes beyond their control which ultimately delayed the project bidding until late 2015. The expanded areas of the project scope include the following:

- Easement acquisition for two properties required the filing of eminent domain. This required additional time meeting with the city attorney in preparation of exhibits for meetings and court hearings, attending court hearings and participating in extended negotiations which ultimately resulted in settlements outside of trial.
- The city's efforts to obtain the A&M Railroad crossing permits for continued maintenance access to the new 48-inch transmission line following construction resulted in the delay of the project's bidding of more than a year. The railroad was requiring the city to obtain both railroad protection liability insurance coverage and general liability insurance coverage for the on-grade vehicle crossing permits. The city could not obtain the general liability insurance coverage due the city's privilege of immunity from tort claims. This matter was ultimately resolved by the railroad accepting just the railroad protection liability coverage. During the extended permit period additional design and survey effort was needed to reduce the number of crossings.
- The planned abandonment of the 1935 27-inch diameter water transmission line requires the construction of water distribution line branches to serve the existing retail water customers served from the 27-inch line. In order to avoid litigation to acquire easements for the distribution lines, the routing of the pipeline resulted in four meters to have less than the minimum delivery pressure of 20 PSI at their connection point. This required additional design for a small pump station, including site selection and surveying. The water distribution lines to serve the existing retail customers is expected to be advertised early this spring.

- The hydraulic modeling of the water delivery pumps with the changes from the pumping combinations to the existing 27-inch and 36-inch transmission lines to the new 36-inch and 48-inch transmission line combination required improvements within the pump station's yard piping and valves. The analysis of options and design of improvements was outside of the original design scope.

- The Arkansas Department of Health's Engineering Division (ADOH) review of the construction plans imposed the American Water Works Association standards for installation of disinfection sampling points for distribution lines. There is no such standard applicable to transmission mains. Thus, the ADOH proposed the standards for distribution lines. Installation of sampling points for a 48-inch pipe is expensive and creates additional points of maintenance along the pipeline. MWC and staff worked with ADOH to develop a modified testing procedure which resulted in the required number of sampling points from 27 to 14. Of the 14 sampling points, 12 were integrated with other valves and appurtenances resulting in still further reduction of cost. This work involved several rounds of correspondence along with modifications to the plans and specifications.

- During the extended design time a significant price change in the cost of raw materials used in the manufacturing of ductile iron pipe and steel pipe resulted in the cost of ductile iron pipe becoming noncompetitive. The bidding was originally limited to these two materials based upon price and the city's history with the existing transmission mains within its water system. In order to assure a competitive bidding environment staff made the decision to include concrete pressure pipe as a third alternative product. This required additional design research, preparation of an acceptable concrete pipe specification and updating the contract documents.

Mickle Wagner Coleman's additional expense related to the above items is \$147,191 and adjusts the overall design services to \$1,342,991. Attached is a Resolution authorizing the Mayor to execute Amendment Number Two to the Agreement in the amount of \$147,191. Staff recommends its submittal for the Board's consideration at their next scheduled meeting.

Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND AUTHORIZATION NUMBER ONE WITH CDM SMITH INC., FOR CONSENT DECREE PROGRAM MANAGEMENT SERVICES

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

SECTION 1: An Agreement and Authorization Number One with CDM Smith Inc., for program management services related to Consent Decree, Project Number 16-06-ED1, for a three-year period, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute the Agreement and Authorization Number One in the amount of \$8,514,088.00, for performance of said services.

This Resolution adopted this _____ day of February 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr



INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: February 9, 2016

FROM: Steve Parke, Director of Utilities

SUBJECT: Consent Decree Program Management and
Support Services, Project Number 16-06-ED1

Background

The Consent Decree (CD) requires a very aggressive schedule for identifying and correcting wastewater collection system defects which cause or contribute to both dry and wet weather wastewater overflows that occur throughout the city's wastewater collection and transmission systems (WCTS). The CD requirements for tracking, documenting and reporting compliance compel implementation of processes and procedures not currently in place. The following outlines the major components of the CD and, beginning January 2, 2015, the CD's date of entry with the Court, the Board must authorize contracts to:

- Complete annual sewer system assessments (SSA) for the 405 miles of gravity sewer lines not previously assessed within 8 years.
- Authorize the design of remedial measures and complete the construction to correct the defects found through the SSAs within 12 years.
- Authorize annual design and construction contracts for 25 identified capacity improvement projects to be completed within 12 years.
- Complete the assessment of all pump stations and force mains in the WCTS within 3 years.
- Complete correction of any pump station or force main upgrade or remedial measure identified by the pump station and force main assessments for those facilities classified as Group 1 within 7 years and those classified as Group 2 within 12 years.
- Update the hydraulic model for the WCTS, to include all ongoing remedial measures, capacity assessments and SSAs, and prepare a Capacity Assessment Report within 3 years.
- Prepare and submit a Capacity Remedial Measures Plan to address any capacity constraint within the WCTS not previously identified and which is determined to exist by the hydraulic model capacity assessment within 4 years.
- Complete the design and construction to correct any capacity improvement identified in the Capacity Remedial Measures Plan within 12 years.
- Complete the cleaning of the approximate 480 miles of small-diameter gravity sewer lines in the collection system within 8 years and all approximate 24 miles of large diameter gravity sewer lines within 10 years.
- Develop 12 identified Capacity Management Operation Maintenance (CMOM) program plan components and initiate implementation of programs for each within 2 years.
- Complete the inventory management system to its full operational level within 2 years.

- Complete the information management system to its functional level within 5 years.
- Prepare a comprehensive annual report to the EPA each year.

All of the above must be effectively managed to ensure timely completion and compliance with the CD. In order to ensure that the city is successful in developing and implementing a CD compliance program, CDM Smith Inc., was retained in 2015 to provide the needed program management services. A copy of the April 25, 2015, Board memo outlining CDM Smith's program management scope during 2015 is attached. It was anticipated that CDM Smith would provide ongoing program management services, authorized in multiple year periods, for the full 12-year term of the CD.

As part of the CD negotiations with DOJ and EPA, the city's affordability defense strategy required preparation of a financial capability assessment for their cost acceptance. The costs used in the presentations to the Board prior to the acceptance of the CD were those from the financial capability assessment and identified the operations and maintenance costs as \$104 million and capital costs as \$375 million for the overall cost projection of the CD of \$480 million. The program management and support costs represented \$32 million of the identified operations and maintenance cost.

Program Management Services

Staff and CDM Smith jointly reviewed the CD requirements along with the recommendations from the needs assessments to prepare the scope-of-work and budget for the upcoming 3-year period of program management and support services. The main components of the scope-of-work are:

- Program management staffing of the Fort Smith office.
- Updating and maintaining capital improvement plan schedules and budgets.
- Hydraulic model support.
- GIS conversion and Information Management System support.
- Computerized Maintenance Management System improvements.
- Inventory Management System support.
- CMOM Program and Standard Operating Procedures implementation.
- Development of construction standards for CD related projects.
- Purchase and licensing fees for program management information software.
- Prepare quarterly reporting for program management, construction activities, budget and overall CD compliance to enable regular updates for the Board, citizens, staff and media release.

The attached Authorization provides greater detail of these tasks and as shown by estimated labor tables, the program requires annual staffing levels of 8.4, 8.6 and 8.3 full time equivalent personnel over the 3-year period. The annual costs of labor, direct costs and software purchase and licenses are \$3,033,349, \$2,766,213 and \$2,725, 525 for an overall 3-year program cost of \$8,514,088. The costs associated with this 3-year period are consistent with the program management and support costs identified by the financial capability assessment discussed above. Additionally, it should be noted here that as the services are diverse and will span multiple years, CDM Smith is required to use procedures which facilitate auditing of their contract expenditures

on a monthly basis throughout the term of the Authorization.

Recommendation

Staff recommends that the attached Resolution authorizing the Mayor to sign an Agreement and Authorization Number One with CDM Smith, Inc., in the amount of \$8,514,088.00 for the upcoming three-year period of program management and support services be submitted for the Board's consideration at their next scheduled meeting. Funding of the program management services will be provided by the water and sewer operating revenues.

Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

INTER-OFFICE MEMO

TO: Ray Gosack, City Administrator

DATE: April 24, 2015

FROM: Steve Parke, Director of Utilities

SUBJECT: Program Management Services for Consent Decree
Project Number 15-13

As you are aware, the Consent Decree requires a very aggressive schedule for identifying and correcting wastewater collection system defects which cause or contribute to both dry and wet weather wastewater overflows that occur throughout the city. Consent Decree requirements for tracking, documenting and reporting compliance will require implementation of processes and procedures not currently in place. Since the Consent Decree was issued earlier this year the Board has authorized engineering contracts to begin collection system assessments (to be repeated yearly for eight years), preliminary engineering on the first of a number of yearly capacity improvement projects required, updating of the hydraulic model and preparation of a capacity assessment report, and CMOM program development and implementation. Results from the yearly collection system assessments will result in multiple design and construction projects, all of which must be effectively managed to insure timely completion and compliance with the Consent Decree. In order to insure that the city is successful in developing and implementing a Consent Decree compliance program, staff recommends contracting with CDM Smith Inc., for providing program management services. It is anticipated that CDM Smith would provide yearly program management services following the first year's program implementation.

For the first year, CDM Smith will mobilize a program management team in Fort Smith and, working with staff, begin the preparation of a program management plan that addresses roles, responsibilities and authorities for all program participants and program-related activities. They will review existing utility department processes and perform a gap analysis to compare resources available to that which is needed to meet the program requirements. The gap analysis will evaluate and provide recommendations on areas of business practices including design management, construction cost estimating, construction management, general and technical specifications and details, assessment management and information management, and will identify opportunities to standardize these practices. CDM Smith will develop procedures for managing the multiple design and construction contracts that will be occurring simultaneously over the several years required to fulfill Consent Decree obligations. They will develop a master program schedule and budget and will provide Consent Decree compliance tracking and reporting.

Additional tasks to be accomplished by CDM Smith are the evaluation of the utility department's management information systems and development of a plan for implementing a program management information control system for the purpose of establishing project controls, scheduling, budgeting, document management, and financial management. Because of the time and effort required to develop and implement such a system, CDM Smith will immediately implement an interim document management system that meets Consent Decree requirements.

CDM Smith will also develop and prepare internal quarterly reports and the Consent Decree annual report to be submitted to EPA by March 31, 2016.

A Resolution authorizing the Mayor to sign an Agreement and Authorization Number One with CDM Smith, Inc., in the amount of \$1,220,269.00 for providing program management implementation services through March 1, 2016, is attached. Subsequent authorizations will be presented to the Board to provide continued program management services. Funds for this year's services are available from the 2014 sales and use bonds for wastewater improvements.

Should you or members of the Board have any questions or desire additional information, please let me know.

attachment

pc: Jeff Dingman



100 Throckmorton Street, Suite 600
Fort Worth, TX 76102
tel: 817 332-8727
fax: 817 820-0450

February 9, 2016

City of Fort Smith, AR
Utility Department
3900 Kelley Highway
Fort Smith, AR 72904

Attention: Steve Parke
Director of Utilities

Subject: Program Management Services for Consent Decree Compliance Program and
Infrastructure Improvements

Regarding: Contract for 3-Year Extension of Consent Decree Program Services

Dear Mr. Parke:

We are pleased to have this opportunity to submit our proposal for a continuation of Program Management services for the City of Fort Smith's Consent Decree (CD) related to its wastewater collection and transmission system and wastewater treatment plants. This proposal provides the scope and budget for a period of 3-years during which time CDM Smith will coordinate all CD related engineering activities including those associated with the Sanitary Sewer Assessment (SSA) projects performed by RJN; Capacity, Management, Operations and Maintenance (CMOM) plans; Hydrology and Hydraulics (H&H) Modeling capacity assessment, and; CD design/construction phase services provided by engineering and construction firms as contracted by the Utility Department.

We see significant advantages to the City for employing a 3-year Program Management contract extension. A 3-year time frame enhances our opportunities for successful recruitment and retention of needed Program staff; better enables the Program to function under a holistic approach for achieving long term goals versus focusing on completion of short term milestones, and; improves the Program's capacity for exchange and transfer of knowledge between the Program staff and City at all levels.

Please note that we have, included costs for the software, licensing and labor to implement and manage the recommended Program Management Information System (PMIS). This PMIS will improve the efficiencies for all CD related work and city staff during program implementation, and it will provide lasting benefits to the City well into the future. The total proposed budget for these services, over a 3-year period as outlined in the attached Authorization No. 1 is for the not-to-exceed amount of \$8,514,088.00.



Mr. Steve Parke
February 9, 2016
Page 2

Upon approval and notice to proceed, CDM Smith is prepared to begin work immediately. Please note that our existing agreement extends through March 1, 2016; therefore we would propose to begin our new services on March 2, resulting in extension of this Authorization through March 2, 2019. In the event that you have any questions or additional comments please don't hesitate to contact us at your earliest convenience. We appreciate the opportunity to assist the City with this very important Program.

Sincerely,

A handwritten signature in blue ink, appearing to read "B Williams".

Brian Williams
Program Manager
CDM Smith Inc.

Enclosures: Authorization No. 1 Professional Engineering Services
Fort Smith 3-Year Budget

cc: File



Authorization No. 1
Professional Engineering Services for the City of Fort Smith, Arkansas
Program Management Services for
CD Compliance Program and Infrastructure Improvements

Section 1: Program Management Services

1.1 Program Management Consultant Services

This Authorization will provide additional ENGINEER's scope of services for a period of 3-years, starting from the OWNER's written authorization to proceed. The ENGINEER will provide continuing Program Management and extension of staff services, as directed by the OWNER, to support the City's Consent Decree (CD) Compliance and Infrastructure Improvements Program and will coordinate all ongoing engineering activities, including Capacity, Management, Operations and Maintenance (CMOM); and Hydrology and Hydraulics (H&H) Modeling. Utilizing Program processes, software systems and tools developed for managing and gathering all Consent Decree related work product and project information, as defined by this Authorization's scope of services listed below, the ENGINEER will gather and maintain a searchable data base that is fully accessible to the OWNER. The ENGINEER will provide onsite staff dedicated as an extension of the OWNER's staff (Defined as "Utility Department" or "Utility") for the purpose of management and implementation of these program processes. Full time ENGINEER's staff will include:

- Program Manager, acting as the single point of contact, will be responsible for managing all Program activities, Program staff and interactions with the Utility Department management;
- Two (2) Project Managers, coordinating and administering Program-related contracts with consultants, sub-consultants, and contractors and implement controls systems and strategies that will be used to support the Program, and;
- One (1) Program Assistant/Document Control Specialist responsible for the organization and operation of the Program Management office on a day-to-day basis, interfacing with all team members, coordinating the office functions, scheduling and reporting activities for the Program Manager. This would include administration services aiding in the oversight and management of the document control and other reporting and data collection systems.

The Program Manager will work under the direction and in conjunction with the Utility Department Director and Deputy Directors. ENGINEER's Project Managers will report directly to the Program Manager and the Utility Department Deputy Director of the Engineering and Engineering Technologies Division. ENGINEERS Program Assistant / Document Control Specialist will report directly to the Program.

Section 2: Overall Program Controls

2.1 Implement Program Management Information System

In addition to on-site Program Management staffing the ENGINEER will assign a Program Management Information System (PMIS) Project Manager to lead the implementation of the PMIS as recommended in the PMIS Recommendation Report and will include an implementation plan, schedule, and budget for implementation. Based on the results of the PMIS Recommendation Report the ENGINEER will be responsible for purchase and maintenance the PMIS system, including

purchase of appropriate software and licenses for both the Utility and ENGINEER's Program staff as part of this Authorization. As part this task, the ENGINEER will undertake the following activities:

- Work with assigned Utility Department staff and PMIS vendor to implement the PMIS which will include a centralized document control system for the Program;
- Develop a system plan and processes required for data collection and reporting under the required framework for the CD;
- Continue to gather, store, and report on all CD related Program data and activities, including additional processes for tracking and reporting CD related design and construction phase projects;
- Install the PMIS and implement the systems process plan, performing all required system analyses and quality assurance/quality control checks;
- Work with the vendor to identify appropriate user groups within each Utility Division that will utilize the PMIS;
- Work with the vendor to develop up to eight (8) PMIS training modules with appropriate schedules, tailored to each user group's needs;
- Coordinate the vendor's initiation of training course modules, to include schedule and coordination of regular training updates through the vendor, on a bi-annual basis, over the course of this amendment;
- Maintain and manage the PMIS for the duration of this Authorization.

In order to support these activities the PMIS will be developed and implemented in cooperation with Utility's Information Technology staff. The PMIS is distinguished from, but will be compatible with and complementary to, the Information Management System (IMS) that will be required of the Utility to manage sewer system data as described in the CD.

2.2 Update and Maintain Program Schedule and Budget

After completion of the Capital Improvement Plan (CIP) baseline schedule and budget, the ENGINEER will implement a project management review process that will include monthly reviews of all projects, contracts, activities, and tasks required to implement the requirements of the CIP. These reviews will provide the information necessary to monitor all activities performed. Tracking of CD-required tasks and activities will provide the City with the current status of CD compliance and will be the basis for the reporting requirements of the CD. The monthly review and reporting processes will include identification of additional projects and measures identified through the line and facility condition assessments. These projects will typically include point repairs, pipe lining projects, and other rehabilitation and replacement as required. Additionally, through the hydraulic modeling under tasks in Section 3, additional capacity related projects and required improvements, if needed, will be identified and included in annual and monthly CIP recommendations. The CIP update will continue to track sewer system assessment related work, including design and construction phase activities for existing projects.

The Utility Department and ENGINEER will jointly establish contractual requirements and procedures for Program controls needed to obtain consistent, reliable project status for reporting purposes. The ENGINEER will gather and integrate all Program/project files that track changes affecting scope, schedule, and budget for each project identified in the Program. Updated schedules and budgets based upon actual progress and expenditures for ongoing, revised, and/or new projects will be performed on a monthly basis. This would include changes and variances in schedules and

budgets. The ENGINEER will provide written quarterly reports in a suitable format for internal Utility use, which summarizes monthly progress for work completed, updated Program schedules and budgeting. Also, previous year-end results of the updated schedule and budget will be included as part of the Annual Program Report to the Arkansas Department of Environmental Quality and the U.S. Environmental Protection Agency in accordance with Section X of the Consent Decree.

Section 3: Ongoing Hydraulic Model Support (H&H)

The ENGINEER will provide technical resources to support the continued utilization, maintenance and development of the hydraulic model, including, but not limited to, the following:

- Utilize the hydraulic model to evaluate preliminary or final designs of Wastewater Collection and Transmission System Capacity Remedial Measures to confirm project objectives are achieved;
- Update the hydraulic model as construction activities are completed for Wastewater Collection and Transmission System Capacity Remedial Measures or other system improvements;
- Perform additional evaluation of alternatives or revised design conditions, such as the incorporation of changed field conditions or the analysis of the system under different storm events;
- Recommend any additional needed rainfall and flow monitoring locations and coordinate data collection activities as requested;
- Refine the hydraulic model to reflect additional rainfall and flow monitoring data collected, including recalibration and verification as needed;
- Determine capacity impacts of proposed new developments or other proposed growth, and;
- Document results of the ongoing hydraulic model maintenance and development activities in technical memoranda.

This work will include hydraulic modeling support that is outside of, and an extension to, the ongoing contract work as authorized under a separate contract. This work includes the development of a combined Hydraulic Model Update Report and Capacity Assessment Report as well as a Capacity Remedial Measures Plan as described in the CD.

Section 4: Inventory System and Information Management System (IMS)

The ENGINEER performed detailed evaluations of the Utility's current practices and software for electronic and manual data gathering in support of operations and maintenance and inventory operations. These evaluations included an assessment of the existing IMS currently in use as well as the processes utilized for data capture, storage, and reporting. Additional effort was expended to make short-term improvements for capturing data and enhancing reporting performance and to sort, organize, and properly format existing information related to gravity sewer line cleaning and sanitary sewer overflows. This work was done in support of the program and the first CD Annual Program Report. As part of this continued task, the Operations and Maintenance Specialist assigned to Section 5 below, will assist with development of required standard operating procedures (SOPs) and implementation of IMS-related business processes identified in the ENGINEER's CMOM recommendations to achieve best practices in the operations of the Utility Department collection, transmission, and treatment systems. This Specialist will also assist in developing and delivering the appropriate training programs required to achieve optimal performance within the Program's CD response organization. In addition, the ENGINEER will provide the appropriate support staff, to further enhance the goals and performance of the Utility Department's primary IMS components that

include the computerized maintenance management (CMMS) and inventory software systems as well as the computer-aided drafting (CAD)-based geographic information system (GIS).

The CMMS is a computer based system designed to track work performed within a WTCS over time. For Fort Smith this is work performed on the WCTS assets. The work performed is tracked using work orders or service requests that are generated within the software. The system then routes the work order requests to the correct staff to perform the work based on previously defined work flow procedures. Work that is performed is then entered by staff into an electronic work order in the CMMS and that information is stored in a centralized database and is generally tied to assets within the WCTS, often relating to the GIS assets based on unique asset identifiers for each asset common to the two systems. The CMMS software is powerful in that reporting of previous work on assets is simplified due to the centralized database and work status can be easily queried by managers using the software. The software can also automatically generate work orders and requests based on preventative maintenance schedules setup for specific assets based on industry standards or other scheduling drivers thereby prompting staff to perform work when required. In addition, CMMS software packages often include modules to track inventory related to work order activities. The CMMS generally will include the use of parts and materials that are removed from inventory so that staff can proactively identify inventory needs as well as estimate future inventory needs based on past work order activity and volume. The Utility Department current has implemented Lucity software as its CMMS and, to date, CDM Smith has not identified any reason that this software should not continue to be used provided improvement activities are performed (see Task 4.2 below). Activities that will be undertaken to enhance these existing systems are described below.

4.1 GIS Conversion and IMS Support

ENGINEER's Data Manager will be assigned to perform the following task items to assist the Utility Department staff in migrating the existing CAD-based GIS to an Esri GIS that conforms to industry standard GIS practices and database design. The level of assistance for this position will be on an interim basis until such time as the Utility Department is able to hire and train a full time GIS Specialist to take over responsibility for this work:

- Convert the existing CAD-based wastewater system GIS to Esri GIS, including the conversion of each layer and the database behind each layer into an Esri Local Government standard GIS database model (industry standard);
- Perform quality control review of the resulting data and correct existing anomalies between the CAD and GIS data layers as the conversion is performed;
- Develop customized GIS map documents utilizing the new GIS layers as well as all existing GIS data layers already available in an Esri format;
- Train Utility CAD and GIS technicians in the use and maintenance of the Esri GIS, and;
- Provide continued support of the GIS program and integration of CMOM data collected by the program. The ENGINEER will work closely with Utility staff to integrate the GIS and CMMS software within the 3-year timeline of this Authorization.

It is assumed that the Utility Department staff will assume the primary responsibility of implementing additional IMS data management functions. Yearly resourcing allowances are included in the budget for assisting the Utility Department in addressing additional IMS needs that have not yet been identified but will be discovered during the development of the IMS Plan during 2016. These include, but are not limited to, developing integration between the GIS and the CMMS, assistance with

the implementation of web-based GIS data viewing capabilities and development and implementation of management systems to store and review the data delivered to the Utility Department as part of the CMOM project.

4.2 Computerized Maintenance Management System (CMMS) Improvements

The following task items will be performed to assist Utility staff in updating and effectively implementing the CMMS and Inventory Management System, per Section 4.2.1. The following tasks will be performed by the ENGINEER, but note that this scope of services and budget do not include training or computer software configuration, which is performed by the software vendor. These tasks will include the following activities:

- Thorough review of the existing and required preventative maintenance activities currently used by the Utility. This process will determine modifications required to the CMMS software to support the required maintenance;
- Assist in further development of Utility staff roles and responsibilities to support the WTCS maintenance workflow, including staff positions to maintain and modify the CMMS in order to more fully utilize the capabilities of the CMMS;
- Develop a training and redeployment plan to modify, configure, and redeploy the CMMS with the appropriate training. This will include development of eight (8) comprehensive Lucity training modules with appropriate schedules tailored to each user group's needs;
- Develop a system plan and processes required to better define and gain internal efficiencies for data collection and reporting. This will include integration of automated functions for creation of regularly scheduled work orders for each user group's sewer line and facility monitoring and WCTS maintenance work;
- Implement training courses, including regular training updates over the course of this Authorization, and;
- Assist the Utility Department in managing the CMMS for the duration of this Authorization.

The approach for addressing CMMS improvements will start by focusing on a single operational group to build out Lucity. Once the following work has been performed the remaining operational groups will undergo a similar round of exercises to complete the process;

- Work with the Utility to ensure that location and asset information is available and added to the Lucity database;
- Verify the Lucity asset information is compatible with the Utility Department's GIS database;
- Modify and expand, as necessary, work order forms to provide more efficient forms for work order type, customized for various assets;
- Work with the Utility to ensure that appropriate Program staff are in the system and assigned to their correct operational groups.

4.2.1 Inventory Management System Support

Based on CD requirements for implementing the Utility Department Inventory Management System, the ENGINEER will assist in the development of improvements and implementation of the inventory control system. The Inventory Management System will be developed in two steps. The initial step will be the development of the business procedures and data to start up and operate a system that complies with the requirements and timeline of the CD. As the work in Task 4.2 of this contract is

completed and the functionality of Lucy is improved, the procedures, tools and processes will be embedded into Lucy. Work to be undertaken will include the following tasks:

- Work with Utility staff to establish minimum stock levels for critical spare parts;
- Develop a process such that all critical spare parts are tracked in the inventory system;
- Work with the Utility to identify suppliers for critical vehicles. This may require evaluating possibility of purchasing or leasing additional equipment;
- Develop SOPs for tracking inventory;
- Work with Utility staff to implement inventory management related SOPs;
- Identify and coordinate appropriate Lucy training for user groups and subgroups;
- Evaluate and modify inventory system processes as appropriate;
- Work with Utility staff to develop and implement key performance indicators for tracking inventory system performance;
- Provide Lucy power user training, and;
- Provide refresher training on a bi-annual basis for users during the terms of this Authorization.

Section 5: Support for Capacity, Management, Operations, and Maintenance (CMOM) Program Implementation and Continued Management of Standard Operating Procedures, Protocols, and Policies

The ENGINEER will provide the equivalent of a single full time resource utilizing multiple staffing levels. The majority of the level of effort will be provided by an assigned Operations and Maintenance Specialist, with support from other administrative and Program Management staff. These resources will provide support to implement work plans developed for the Consent Decree in response to the requirements of Section V, Article Seven for the following CMOM related work:

- Fats Oils and Grease (FOG) Component
- Root Control Component
- Gravity Sewer Line Cleaning Component
- Continuing Sewer System Assessment Program Component
- Continuing Pump Station and Force Main Evaluation and Maintenance Program
- Continuing Capacity Assurance Program
- SSO Emergency Response Program Component
- Standard Operating Procedures Component
- Private Service Line Defect Remediation Program Component
- Comprehensive Training Program Component

During the implementation processes the Operation and Maintenance Specialist will take into consideration protocols and procedures noted in the Program Management Manual, PMIS requirements for data collection, storing, maintaining, reporting, and procedures developed for conducting design and construction phase services.

Section 6: Construction Contract Standards

The ENGINEER will provide a Construction Contract Specialist to review and critique the Utility's standard frontend and special conditions documents for standardizing construction contracts, which may include review of technical specifications such as those detailing terms for contractor mobilization and methods of payment. The Contract Specialist will work in conjunction with the Utility Department and their legal representation to modify and improve technical language to

ensure contractor compliance throughout the project, from startup and close out. It is anticipated that the Construction Contract Specialist will be provided for a period of 12 months.

Section 7: Additional Owner Authorized Services

The following items are not part of the scope of services as described in this Authorization as such will be subject to negotiation for added reimbursement based on OWNER approval:

- Additional ENGINEER's resources to perform work not described above, for;
 - Construction management and field inspection services
 - Management of specific day-to-day operations for Consent Decree design and/or construction contracts
 - Further modification of design standards
 - Field survey work
 - Right-of-way and property acquisition activities
 - Value Engineering
- Costs for additional software, licensing fee and implementation effort, if required, to supplement any part of the Program activities not already listed in the above Authorization scope

Section 8: Time of Service

The scope of services as defined above will be performed over a period of 36-months starting from the date of Notice to Proceed and CDM Smith will proceed with providing the services set forth herein immediately upon execution of this Authorization by all parties.

Section 9: Compensation

Taking into consideration that priorities and work flow will be subject to change during the course of the Program procedures will be specifically created for auditing the level of the ENGINEER's contract expenditure on a monthly basis, throughout the life of this Authorization. OWNER shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement of which this Authorization is made part of. Total payment for Scope of Services described herein shall not exceed \$ 8,514,088.00 without written approval of the OWNER.

AUHTORIZED BY:

CITY OF FORT SMITH, ARKANSAS

By: _____

Title: _____

Date: _____

ACCEPTED BY:

CDM Smith Inc.

By: _____

END OF AUTHORIZATION

CITY OF FORT SMITH, ARKANSAS

Program Management Services for Consent Decree Compliance Program and Infrastructure Improvements
 Budget Costs from March 2, 2016 - March 3, 2019 (total 36 months)

Tasks	Labor	PMO EODCs + Subs	ODCs	TOTAL
Core Program Management Services Tasks 1-6 (2016 - 2018)	\$ 7,495,698		\$ 638,636	\$ 8,134,335
PMIS Software & Licensing		\$ 379,753		\$ 379,753
	\$ 7,495,698	\$ 379,753	\$ 638,636	
			Grand TOTAL	\$ 8,514,088

Section #	Component	Labor	% of Grand Total
1	Program Management Services	\$ 2,222,357	26%
2	Overall Program Controls	\$ 1,735,108	20%
3	Ongoing Hydraulic Model Support (H&H)	\$ 387,509	5%
4	Inventory System and Information Management System (IMS)	\$ 2,049,614	24%
5	Support for Capacity, Management, Operations, and Maintenance (CMOM) Program Implementation and Continued Management of Standard Operating Procedures, Protocols, and Policies	\$ 840,357	10%
6	Construction Contract Standards	\$ 260,752	3.1%
	Core Program Services	\$ 7,495,698	
	Total Hours	52,595	

CITY OF FORT SMITH, ARKANSAS

Program Management Services for Consent Decree Compliance Program and Infrastructure Improvements

Budget Costs from March 2, 2016 - March 3, 2019 (total 36 months shown as per year basis)

Tasks	Labor	Labor Hours	ODCs	PMIS Software & Licensing	TOTAL
Year 1	\$ 2,589,317	17,408	\$ 212,879	\$ 220,153	\$ 3,022,349
Year 2	\$ 2,473,534	17,913	\$ 212,879	\$ 79,800	\$ 2,766,213
Year 3	\$ 2,432,847	17,274	\$ 212,879	\$ 79,800	\$ 2,725,525
	\$ 7,495,698	\$ 52,595	\$ 638,636	\$ 379,753	
				Grand TOTAL	\$ 8,514,088

Notes:

- 1) Year 1 PMIS costs include start-up costs, 1st year licensing costs, \$30K GIS module and \$3K off-line capability
- 2) Year 2 and 3 PMIS costs include licensing costs and \$3K for off-line capability

Year 1 (03/02/16 - 03/02/17) Estimated Labor

Total Hours

2080

Section #	Labor Category	Program Manager	Sr. Technical Advisor	Project Manager (total 2)	Program Controls Manager	Admin/Document Control	Scheduling/Implementation Support	GIS/IMS	Sr. IMS	Mid O&M Specialist	H&H Sr. Project Manager	Jr. Financial Analyst	Mid-level GIS	Sr. Project Manager	Sr. O&M Specialist	Sr. O&M Specialist	Sr. Engineer	Accounting	Total Labor Costs	
Sections																				
1	Program Management Services	1369	60	2929		1017												36	\$ 733,030	
2	Overall Program Controls																			\$ 709,634
2.1	Implement and Maintain Program Management Information System		160		1626	277	582					480								510,891
2.2	Update and Maintain Program Schedule and Budget		80		380	275	416													198,743
3	Ongoing Hydraulic Model Support (H&H)	68		146														36		\$ 34,185
4	Inventory System and Information Management System (IMS)																			\$ 625,421
4.1	GIS Conversion and IMS Support	68		146				1123	208				832					36		257,431
4.2	Inventory Management System Support	68		146						312					312					123,119
4.3	Computerized Maintenance Management System (CMMS) Upgrade	68		146						728					728					244,871
5	Support for Capacity, Management, Operations, and Maintenance (CMOM) Program Implementation and Continued Management of Standard Operating Procedures, Protocols, and Policies	68	80	146		201											1053		36	\$ 226,296
6	Construction Contract Standards																960			\$ 260,752
	Total	1712	380	3661	2006	1770	998	1123	208	1040	0	480	832	0	1040	1053	960	144		\$ 2,589,317

Total Labor

Total Hours 17,408

Year 2 (03/03/17 - 03/03/18) Estimated Labor

Total Hours

2080

Section #	Labor Category	Program Manager	Sr. Technical Advisor	Project Manager (total 2)	Program Controls Manager	Admin/Document Control	Scheduling/Implementation Support	GIS/IMS	Sr. IMS	Mid O&M Specialist	H&H Sr. Project Manager	Jr. Financial Analyst	Mid-level GIS	Sr. Project Manager	H&H Jr. Engineer	Sr. O&M Specialist	Sr. O&M Specialist	Accounting	Total Labor Costs	
Sections																				
1	Program Management Services	1369	60	2929		1080												24	\$ 759,147	
2	Overall Program Controls																			\$ 497,682
2.1	Implement and Maintain Program Management Information System		80		1369	275						936								372,116
2.2	Update and Maintain Program Schedule and Budget		80		86	275	288													125,566
3	Ongoing Hydraulic Model Support (H&H)	68	24	146							120		80	180	200			24		\$ 130,650
4	Inventory System and Information Management System (IMS)																			\$ 761,723
4.1	GIS Conversion and IMS Support	68		146				1872	208				416					24		280,535
4.2	Inventory Management System Support	68		146						549							312			157,460
4.3	Computerized Maintenance Management System (CMMS) Upgrade	68		146						1281							728			323,727
5	Support for Capacity, Management, Operations, and Maintenance (CMOM) Program Implementation and Continued Management of Standard Operating Procedures, Protocols, and Policies	68	80	146		201													24	\$ 324,333
6	Construction Contract Standards																			
Total		1712	324	3661	1455	1830	288	1872	208	1830	120	936	496	180	200	1040	1664	96		\$ 2,473,534

Total Hours 17,913

Total Labor

Year 3 (03/04/18 - 03/04/19) Estimated Labor

Total Hours

2080

Section #	Labor Category	Program Manager	Sr. Technical Advisor	Project Manager (total 2)	Program Controls Manager	Admin/Document Control	Scheduling/Implementation Support	GIS/IMS	Sr. IMS	Mid O&M Specialist	H&H Sr. Project Manager	Jr. Financial Analyst	Mid-level GIS	Sr. Project Manager	H&H Jr. Engineer	Sr. O&M Specialist	Sr. O&M Specialist	Accounting	Total Labor Costs	
Sections																				
1	Program Management Services	1369	60	2563		1080												24	\$ 730,181	
2	Overall Program Controls																			\$ 527,792
2.1	Implement and Maintain Program Management Information System		80		1369	275						1080								398,459
2.2	Update and Maintain Program Schedule and Budget		80		86	275	288													129,333
3	Ongoing Hydraulic Model Support (H&H)	68	24	146							240		160	340	400			24	\$ 222,673	
4	Inventory System and Information Management System (IMS)																			\$ 662,471
4.1	GIS Conversion and IMS Support	68		146				1872	104				208					24		240,635
4.2	Inventory Management System Support	68		146													187			66,946
4.3	Computerized Maintenance Management System (CMMS) Upgrade	68		146						1830							437			354,890
5	Support for Capacity, Management, Operations, and Maintenance (CMOM) Program Implementation and Continued Management of Standard Operating Procedures, Protocols, and Policies	68	40	146		201													1456	\$ 289,729
6	Construction Contract Standards																			
	Total	1712	284	3295	1455	1830	288	1872	104	1830	240	1080	368	340	400	624	1456	96	\$ 2,432,847	Total Labor

Total Hours 17,274

Comprehensive Plan Goal Supported By Wastewater Projects

- Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision. (FLU-1.4)
- Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems (TI-5.1)
- Implement an infrastructure Asset Management Program as a tool for management of the utility department's water and sewer systems and to track, manage, and schedule necessary facility upgrades and improvements. (TI-5.1.1)
- Ensure that utility and infrastructure systems can meet the city's long-term needs. (TI-5.2)
- Coordinate land use planning and capital programming to ensure infrastructure improvements and extensions are phased to support the future land use pattern. (TI-5.2.1)
- Adopt criteria for prioritizing funding to infrastructure-related capital improvement projects. (TI-5.2.4)
- Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth. (PFS-4.2)

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH RJN GROUP, INC., FOR PROVIDING ENGINEERING SERVICES
FOR THE COLLECTION SYSTEM DEFECT REMEDIATION
YEAR 2016 SEWER SYSTEM ASSESSMENTS

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

SECTION 1: An Agreement with RJN Group, Inc., for providing engineering services
for the Collection System Defect Remediation Year 2016 Sewer System Assessments, Project
Number 16-02-ED1, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute the Agreement in the amount of
\$1,647,804.41, for performance of said services.

This Resolution adopted this _____ day of February 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr



INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: February 8, 2016

FROM: Steve Parke, Director of Utilities

SUBJECT: Collection System Defect Remediation
Year 2016 Sewer System Assessments
Project Number 16-02

Under the terms of the Consent Decree (CD) the city must conduct sewer system assessments (SSA) for gravity sewer lines and manholes in the wastewater collection system. The city began conducting SSAs in 2002 and has completed assessment of approximately 75 miles of gravity sewer and associated manholes prior to the entry of the CD. The CD recognizes this effort but requires that the city complete SSAs on the remaining approximate 405 miles of sewer lines and associated manholes over an eight year period beginning in 2015. The CD further stipulates that the city complete SSA activities on a total of 150 miles of sewer within three years from the date of lodging with no less than 40 unique miles assessed in each calendar year.

Staff has selected sub-basins P003, P004, P005, P008, S006 and S007 for the 2016 SSA. These sub-basins contain approximately 53 miles of gravity sewer and 1,191 manholes. The wet weather infiltration and inflow ranking of these sub-basins, along with known wet weather overflow points, dry weather overflow points and locations of line segments requiring regularly scheduled cleaning were utilized in selecting these sub-basins. An exhibit showing the location of the sub-basins to be included in the Year 2016 SSA project is attached.

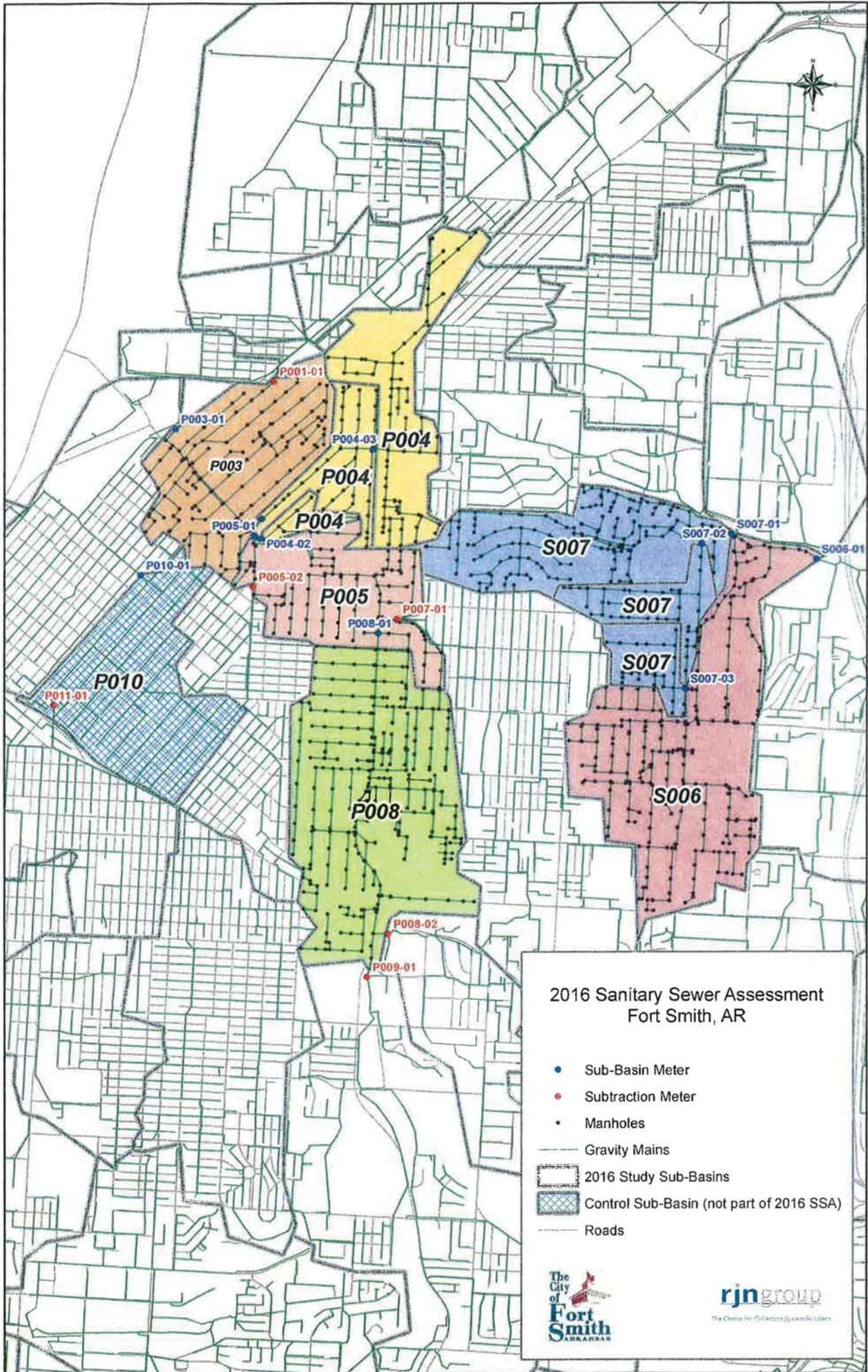
Staff and CDM Smith prepared the request for proposal for RJN Group, Inc., to develop a scope work for the Year 2016 SSA project. The scope-of-work includes the following tasks which are based upon the city's request for proposal and requirements contained within the CD:

1. Field assessments of sewer lines and manholes within sub-basins P003, P004, P005, P008, S006 and S007 by smoke testing, televised and visual inspections, and dyed water testing.
2. Coordinate location, rim elevations and depths of all manholes within study areas.
3. Cleaning and debris removal from all sewer lines within study area.
4. Listing of all private service line defects discovered while conducting SSAs.
5. Preparation of reports for the condition assessment and remedial measures plans for submission to EPA by the CD mandated deadlines.

Staff and CDM Smith reviewed RJN's scope-of- work and recommend its approval. Funds for these services are available from the 2015 revenue bonds issued for water and wastewater improvements. A Resolution authorizing an engineering services agreement with RJN Group, Inc., in the amount of \$1,647,804.41, is attached.

Should you or members of the Board have questions or need any additional information, please let me know.

attachment



February 9, 2016

Mr. Steve Parke
Assistant Director of Utilities
City of Fort Smith Utility Department
Utility Department
3900 Kelley Hwy.
Fort Smith, AR 72904

Subject: Year 2016 Sanitary Sewer Assessments

Dear Mr. Parke:

We appreciate the opportunity to submit this proposal to perform consulting engineering services for assessments within six (6) of the City's wastewater collection system sub-basins; P003, P004, P005, P008, S006, and S007. Additional sewer line cleaning will be conducted in sub-basins from the 2015 SSA; FL01, S009, S008, P007, S003 and S004.

These assessments are being conducted in accordance with the City's Consent Decree requirements and RJN Group has reviewed in detail the Decree documents outlining sewer system condition assessments, condition assessment reporting, development of the remedial measures plan, report certification requirements, and deadlines for submitting the various reports.

Enclosed, please find Exhibit A that details the proposed scope of the project, Exhibit B that outlines the proposed compensation schedule along with standard hourly rates, Exhibit C outlining the proposed schedule, Exhibit D which outlines the flow monitoring locations, and Exhibit E which identifies the sewer lines to be cleaned and televised or to be cleaned only.

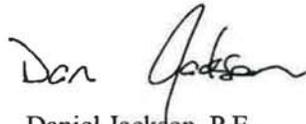
Our proposed not to exceed fee for assessment activities is **\$1,647,804.41**.

We will begin work immediately upon your approval of this proposal and authorization to proceed and will complete the tasks as outlined in Exhibit C – Schedule. Additionally, we understand the importance of deadlines based on reporting requirements outlined in the Consent Decree and the draft reports will be submitted by December 31, 2016.

If this proposal is both acceptable and describes the project and its proposed scope of services, we will prepare and execute a copy of the City's Standard Agreement for Engineering Services. If you have any questions or comments, please do not hesitate to contact us.

Respectfully Submitted,

RJN GROUP, INC.



Daniel Jackson, P.E.
Senior Project Manager

DHJ

- Enclosures: Exhibit A – Scope of Services
Exhibit B – Compensation Schedule and Standard Hourly Rates
Exhibit C – Schedule
Exhibit D – Map Outlining Flow Meter Locations
Exhibit E – Map Outlining Sewer Line CCTV and Cleaning

Exhibit A
CITY OF FORT SMITH, ARKANSAS
AUTHORIZATION NO. 1
For
PROFESSIONAL ENGINEERING SERVICES
To
RJN Group, Inc.
Dallas, Texas

In accordance with the AGREEMENT for PROFESSIONAL ENGINEERING SERVICES dated February ___, 2016, between the City of Fort Smith, Arkansas (hereinafter called **Owner**) and RJN Group, Inc., (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with the following services:

SECTION 1 - PROJECT DESCRIPTION

Owner has negotiated the terms of a Consent Decree with the US Department of Justice and EPA to address clean water act violations within the City's wastewater system. Among other provision, the Consent Decree requires that the Owner conduct sewer system assessments (SSAs) on approximately 405 miles of gravity sewer lines and associated manhole structures. Under terms of the consent decree Owner must assess a minimum of 40 miles of gravity sewer per year and complete all assessments within an eight (8) year period beginning in 2015. The sanitary sewer assessment activities performed in Year 2016 must be described in a condition assessment report and submitted to EPA for review and comment no later than March 31, 2017. After completing these SSA activities Owner is required to develop a Remedial Measure Plan for all pipe segments and manholes discovered through the SSAs to be rated 4 or 5 in accordance with the NASSCO condition rating systems. Owner must submit the Remedial Measures Plan to

EPA for review and approval on or before March 31, 2018. The condition assessment report and remedial measures plan shall be submitted to Owner as separate documents. Owner will submit to EPA in accordance with the Consent Decree schedule requirements.

The Year 2016 SSA project will include sanitary sewer assessments conducted within six (6) of the city's wastewater collection system sub-basins. The six (6) sub-basins are P003, P004, S007, S006, and portions of P005 and P008 as shown on the attached Exhibit D. These six sub-basins include approximately 1,191 manholes and 53 miles of gravity sewer. The project will include manhole location and inspection, gravity sewer line cleaning, inspection, night flow isolation, smoke testing, dyed water flooding and CCTV inspection of certain lines as detailed in the Scope of Services below.

SECTION 2 - SCOPE OF SERVICES

Engineer shall review in detail the Consent Decree document and become familiar with all requirements pertaining to the task of performing sewer system condition assessments, condition assessment reporting, development of the remedial measures plan, report certification requirements, and deadlines for submitting the various reports required.

All SSA activities and investigations shall be performed in accordance with applicable provisions of "The Handbook: Sewer System Infrastructure Analysis and Rehabilitation", EPA/625/6-91/030; "Existing Sewer Evaluation and Rehabilitation", WEF Manual of Practice FD-6, 3 edition (2009); "A Guide to Short Term Flow Surveys of Sewer Systems, WRC Engineering (1987); the "Code of Practice of Hydraulic Modeling of Sewer Systems", Version 3.001, December 2002, prepared by the Chartered Institution of Water Environmental Management (CIWEM - formerly WaPUG); the National Association of Sewer Service Companies (NASSCO) "Manual of Practice"; and sound engineering practice.

The Consent Decree stipulates that SSA activities in each sub-basin shall begin with flow monitoring of the discharge from that sub-basin with concurrent rainfall measurement using a

rain gauge located within the sub-basin or area tributary to the flow meter. Continuous rainfall measurement utilizing tipping bucket gauges to obtain rainfall distribution data shall be concurrently conducted within the six sub-basins or areas tributary to the flow meter. In addition, concurrent flow monitoring will be conducted within a sub-basin adjacent to the six sub-basins selected for assessment. This monitoring will serve as a control and the results utilized in calibrating post-rehabilitation flow monitoring results to be conducted under a future project. Flow monitoring will provide an estimated pre-remediation peak wet-weather flow rate and measured dry-weather flow rate for each sub-basin. The proposed locations for seventeen (17) of the eighteen (18) required wastewater collection system flow monitors are shown on the attached Exhibit D. Engineer shall furnish, install, calibrate and maintain the flow monitors and seven (7) rain gauges for a 60-day period. Engineer shall conduct field investigations to verify the suitability of each monitoring location, verify sewer line interconnectivity and direction of flow, and prepare a site investigation report for each selected site. During the flow monitoring study, flow data shall be continually reviewed and analyzed to assess the accuracy and quality of data. Flow and rainfall data shall be utilized to establish the relationship between peak inflow and rainfall intensity.

Utilizing the Owner's manhole numbering system, Engineer shall endeavor to locate all manholes within the study area and shall determine location by GPS coordinates and record rim elevation and depth of manhole. Engineer shall provide Owner with a listing of any manholes not located or for which obstructions prevented access. Owner will conduct follow-up field investigations and notify Engineer as manholes are located or exposed.

SSA activities in each sub-basin shall include sewer line cleaning of all small-diameter gravity sewer lines using hydraulically propelled, high-velocity jet, or mechanically powered equipment. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials as well as obstructions from the sewer lines and manholes. All materials dislodged from line segments shall be removed from downstream manholes and properly disposed of in a permitted landfill. Cleaning shall permit television operations to adequately record pipe deficiencies, lateral

locations, roots, and any unusual conditions. Engineer shall provide Owner with a listing of pipe segments for which heavy root removal should be performed by others.

, . Small diameter plastic gravity sewer lines that were installed after 1995 do not require television inspection. Those lines in the 2016 SSA, as well as the these plastic lines from the 2015 SSA are to be cleaned as part of this agreement. Exhibit E outlines the cleaning and television inspection areas for the 2016 SSA.

All gravity lines within each sub-basin shall be subject to the sewer system assessment process presented in Appendix A of the Consent Decree (**Appendix A**) and shall include the following:

- a. Smoke-testing of all small-diameter gravity sewer lines (less than 24" in diameter) and tributary private service lines;
- b. Closed circuit television (CCTV) inspection of all non-plastic small-diameter gravity sewer lines;
- c. Dyed-water testing with concurrent CCTV of all parallel storm sewers proximate and above each pipe segment that test positive from smoke-testing;
- d. External visual inspection from the public right-of-way during smoke-testing of buildings in the sub-basin to ascertain the presence of downspouts, other private property storm water drains that are connected to the public sewer, or structural defects in the private service line serving the building;
- e. Inspection of all manholes;
- f. CCTV inspection of all plastic small-diameter gravity sewer lines constructed prior to 1995 and all other plastic small-diameter gravity plastic gravity sewer lines for which visual inspection or other investigations reveal defects;
- g. Inspection of all large-diameter gravity sewer lines (24" or greater in diameter) using CCTV, 360-degree video, laser imaging or physical entry, and inspection of adjacent manholes, unless line segment was installed after 1995 and those line segments listed in Appendix E1 and E2 of the Consent Decree if actually replaced or scheduled for replacement.

The investigation of all gravity sewer lines and manholes included in the project shall be sufficient to determine the condition score of each applying the NASSCO Pipe Assessment and Certification Program and the Manhole Assessment and Certification Program rating system as set forth in Appendix A, and to discover other defects that may have caused or significantly contribute to the occurrence of sewer system overflows.

If in the course of conducting line cleaning or CCTV inspections Engineer encounters a pipe defect or obstruction that prevents completion of the SSA activities described herein, or that constitutes an immediate threat of collapse, or that is likely to be the cause of an SSO, Engineer shall notify Owner's representative regarding options for remediating the problem. Remediation of such will be responsibility of the Owner.

Engineer will perform flow isolation in cluster areas as required. Clusters will consist of approximately 1,500 linear feet. Flow isolation will be performed in sub-basins which exhibit levels of infiltration exceeding 5,000 gpd/inch-mile (gallons per day/ inch-diameter-mile). Flow isolation is performed between midnight and 5:00 a.m. when most of the flow in the sewer is infiltration.

All field work and submittal of the draft Condition Assessment Report and draft Condition Remedial Measures Plan must be completed by December 31, 2016. Owner shall expeditiously review and provide written comment to Engineer for incorporation into final versions of the Condition Assessment Report and Condition Remedial Measures Plan. The Engineer shall incorporate Owner's comments and submit the Final Condition Assessment Report and Final Condition Remedial Measures Plan no later than March 1, 2017; to be included in the Annual Report to EPA due on or before March 31, 2017. Under the terms of the Consent Decree, the Owner is liable for the payment to EPA of stipulated penalties progressing from \$500 to \$2000 per day for failure to submit timely and/or complete deliverables. Engineer shall provide the necessary staffing and equipment, and schedule and execute the work identified herein in a time

frame which provides for the Owner's review and comment, and the Engineer's preparation of the final reports sufficiently ahead of any anticipated or stated deadlines.

Under terms of the Consent Decree, Section XI., Owner shall provide a summary report and certification, approval, and seal, by a lead Professional Engineer licensed by the Arkansas State Board of Licensure for Professional Engineers and Professional Surveyors for the Remedial Measures Plan resulting from SSA activities conducted in the first calendar year following date of lodging. Engineer shall prepare the summary report and provide the certification, approval, and seal in compliance with the provisions of the Consent Decree.

SECTION 3 - SUBMITTALS

All SSA activities performed and the results from those activities shall be described in the Condition Assessment Report, while remedial recommendations shall be described in the Condition Remedial Measures Plan. Both the Condition Assessment Report and the Condition Remedial Measure Plan shall be included with and become a part of the Owner's Annual Report of Year 2016 Consent Decree activities to be submitted to EPA by March 31, 2017. The reports shall include narratives, analysis, calculations, exhibits, legible maps, and other supporting information necessary to fully document SSA investigations and findings. SSA activities, findings, and recommendations for each sub-basin assessed shall be documented separately within the reports. The reports shall document all sub-basins in which SSA activities were performed and provide the number of miles of gravity sewer line and number of manholes assessed. The Condition Assessment Report shall include Appendix A from the Consent Decree and a statement verifying that manhole and gravity sewer line SSA activities were performed on at least 40 miles of gravity sewer line and in accordance with the Appendix A process.

The Condition Assessment Report shall include a tabulation of SSA activities that include the following:

- a. Flow monitoring performed in each sub-basin and estimated pre-remediation peak wet-weather flow rate and measured dry-weather flow rate in each sub-basin. Documentation shall include a legible sub-basin map displaying flow monitoring and rainfall measurement locations;
- b. Linear feet and locations of gravity sewer lines cleaned;
- c. Linear feet and locations of small diameter and large diameter gravity sewer lines CCTV inspected in each sub-basin;
- d. Gravity sewer lines determined not to require CCTV inspection in accordance with Appendix A;
- e. Total amount of linear feet and locations of gravity sewer lines smoke tested in each sub-basin;
- f. Linear feet and/or location where dyed water testing was performed;
- g. The condition rating scores for all pipe segments and manholes assessed using the NASSCO condition rating system as set forth in Appendix A;
- h. Other gravity sewer line investigations performed;
- i. Location of properties on which private service line defects and/or storm water discharges were discovered;
- j. List of any direct discharges from the wastewater collection system discovered in the course of conducting SSA activities.
- k. Night Flow Isolation clusters and results.

The Condition Assessment Report shall include a legible map documenting the annual progress of SSAs by sub-basin. The map shall depict, by different symbols, colors or other demarcations, those sub-basins in which SSAs were completed as a part of the Year 2016 SSA project, and those sub-basins in which SSAs were completed in all prior years.

Engineer shall provide Owner with an Esri file geodatabase containing GIS data that has been confirmed by GPS survey of all manholes included in the study area. The geodatabase version must be set to ArcGIS 10.1 or 10.2. The spatial reference of all data included shall be: Arkansas

State Plane, North Zone (0301), US Feet. All features included within the geodatabase shall utilize the Owner's current asset naming protocol and shall include the attributes as shown below:

a. ssManhole (Point Feature Class):

1. MHASSETID (Manhole ID, field type = text, 25 characters) – manhole unique ID as designated by the Owner's current asset naming protocol;
2. INVERT (Invert Depth, field type = double) – depth of the manhole feature to the lowest point as measured from the rim to the manhole;
3. INVERTELEV (Invert Elev, field type = double) – elevation of the manhole invert as calculated by (RIMELEV minus INVERT);
4. RIMELEV (Rim Elev, field type = double) – elevation of the manhole cover (rim) imported from the GPS survey;
5. RIMTOGRADE (Rim to Grade, field type = double) – depth between the rim of the manhole and the grade level imported from the GPS survey;
6. CVTYPE (Cover Type, field type = text, 20 characters) – cover type of the manhole as calculated from the MACP inspection;
7. WALLMAT (Wall Material, field type = text, 25 characters) – wall material of the manhole as calculated from the MACP inspection;
8. LINED (Lined, field type = text, 3 characters) – describes if the manhole is lined (Yes/No);
9. MHTYPE (Manhole Type, field type = text 20 characters) – type of manhole described as either Standard, Inside Drop, Outside Drop, or Unknown;
10. STRRATING (Structural Rating, field type = text, 20 characters) – structural rating of the manhole as determined by MACP inspection;
11. GPSDATE (GPS Date, field type = date) – date of GPS survey;
12. NORTHING (Northing, field type = double) – northing coordinate of manhole imported from the GPS survey;

13. EASTING (Easting, field type = double) – easting coordinate fo manhole imported from the GPS survey;
14. COMMENTS (Comments, field type = text, 250 characters) – comments regarding the manhole data collection.

b. ssGravityMain (Line Feature Class):

1. PIPEASSETID (Pipe ID, field type = 25 characters) – pipe unique I as designated by the Owner’s current asset naming protocol;
2. MATERIAL (Material, field type = text, 20 characters) – material of the pipe as calculated from inspection;
3. DIAMETER (Diameter, field type = double) – diameter of pipe as calculated from inspection;
4. LINED (Lined, field type = text, 3 characters) – describes if the pipe is lined (Yes/No);
5. FROMMH (US Manhole ID, field type = text, 25 characters) – upstream manhole (structure) asset ID;
6. TOMH (DS Manhole ID, field type = text, 25 characters) – downstream manhole (structure) asset ID;
7. USDEPTHFROMRIM (US Invert, field Type = double) – depth from structure access rim to the pipe lower lip of the pie at the upstream end;
8. UPELEV (US Invert Elev, field type = double) – elevation of the lower lip of the pipe at the upstream end as calculated by (US Manhole RIMELEV minus Pipe USDEPTHFROMRIM);
9. DSDEPTHFROMRIM (DS Invert, field type = double) – depth from structure access rim to the pipe lower lip of the pipe at the downstream manhole;
10. DSELEV (US Invert Elev, field type = double) – elevation of the lower lip of the pipe at the upstream end as calculated by (DS Manhole RIMELEV minus Pipe DSDEPTHFROMROM);

11. SLOPE (Slope, field type = double) – slope of the pipe from the upstream end to the downstream end calculated by ((UPELEV minus DOWNELEV) divided by pipe SHAPE_Length);
12. LOCATION (Location, field type = text, 250 characters) – Location of the pipe;
13. PRECLEANINGTYPE (PreCleaning Type, field type = text, 25 characters) – type of preparatory cleaning conducted prior to inspection (if applicable);
14. CCTVDATE (CCTV Date, field type = date) – date and time fo the NASSCO PACP CCTV inspection performed on the pipe;
15. CCTVID (CCTV ID, field type = text, 10) – inspection identification code for the NASSCO PACP CCTV inspection performed on the pipe;
16. CONDITION (Condition, field type = short integer) – NASSCO PACP Condition Grade;
17. COMMENTS (Comments, field type = text, 25 characters) – comments regarding the inspection/data collection.

Where exceptions are identified Engineer will make note of the exception using the appropriate COMMENT geodatabase field from the GIS feature type in question.

Engineer will perform flow connectivity checks to verify that the updated wastewater network data set (in GIS format) contains proper pipe flow directions and that all network features (manhole, pipes, etc.) are connected or coincident spatially in order to provide accurate and connected electronic network representing the physical network installed. All digitized features will have valid geometry (invalid geometry includes null geometries, zero-length pipes, etc.). GIS features will be updated with obtained GPS coordinates. All GPS survey will be conducted in the spatial reference described prior. Engineer will submit a list of new unique identification codes (IDs) for all new structures located as a non-spatial table located into the geodatabase delivery, this table will be named “NewStructures”.

After completing the SSA activities described above, Engineer shall prepare a remedial measures plan for all pipe segments and manholes following the process presented in Appendix D of the Consent Decree. The remedial measures plan shall address all pipe and manhole defects discovered through the SSA to be rated 4 or 5 in accordance with the NASSCO condition rating system and any other defects that have caused or significantly contribute or likely to contribute to SSOs. The Condition Remedial Measures Plan shall include the following:

- a. The condition rating score in accordance with NASSCO condition rating system for all pipe segments and all manholes assessed;
- b. The condition remedial measures projects for which construction was initiate in Year 2016 and the schedule for completing. It is anticipated that construction of the remedial measures currently under design by Engineer in Owner's sewer Basin 17 will be the only such project to be identified in the report;
- c. A legible map showing the annual progress of completing remedial measures by sub-basin. This map shall depict, by different symbols, colors or other demarcation those sub-basins in which remedial measures were completed in Year 2016, those sub-basins in which remedial measures were in progress in Year 2016, and all of the sub-basins in which remedial measures were completed in all prior years.

SECTION 4 - PRIVATE SERVICE LINE REPORTING

Engineer shall provide Owner with a listing of all locations where private service line defects are observed through SSA activities. Photographic evidence of private service line defects discovered during the smoke testing of public sewer lines shall be provided to Owner. A template database for delivery of smoke testing results and linkages to the digital photographic evidence files will be provided by the Owner prior to the commencement of work. Engineer shall also be responsible for researching property ownerships and providing Owner with property owner contact information. Remediation of defects discovered will be addressed through the Owner's future private service line defect remediation program.

SECTION 5 - MONTHLY REPORTING

On a monthly basis, Engineer shall submit to the Owner the following information for tracking project status:

- a. Updated project schedule with a summary of milestones completed in the previous month and those anticipated to be completed in the upcoming month;
- b. Table of gravity sewers cleaned including upstream manhole, downstream manhole, diameter, length cleaned, and date cleaned. Sewers requiring root removal by others should be clearly marked;
- c. Table of gravity sewers where CCTV inspection has been completed including upstream manhole, downstream manhole, diameter, length inspected, and date inspected. Incomplete inspections should be clearly marked;
- d. Table of gravity sewers where smoke testing has been completed including upstream manhole, downstream manhole, diameter, length tested, and date tested
- e. Locations where dyed water testing was performed, including date tested;
- f. Table of manhole inspections completed, including manhole number and date inspected;
- g. List of outstanding issues requiring Owner assistance to resolve, such as locating or exposing buried manholes.

Tables included in the monthly report shall be submitted in an electronic, editable format. As the Program Management Information System is developed, Engineer will be required to use that system for this submittal. Training on the use of that system will be provided.

SECTION 6 - TIME OF SERVICE

Engineer will proceed with providing the services set forth herein immediately upon execution of this Authorization by all parties and shall complete all tasks in accordance with the attached Exhibit C, Schedule.

SECTION 7 - COMPENSATION

Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total payment for Scope of Services described herein shall not exceed \$1,647,804.41 without written approval of Owner.

AUTHORIZED BY:
CITY OF FORT SMITH, ARKANSAS

By _____
Mayor

Date _____

ACCEPTED BY:
RJN GROUP, INC.

By: _____
Senior Vice President

Date: _____

END OF AUTHORIZATION

Exhibit B

Compensation Schedule

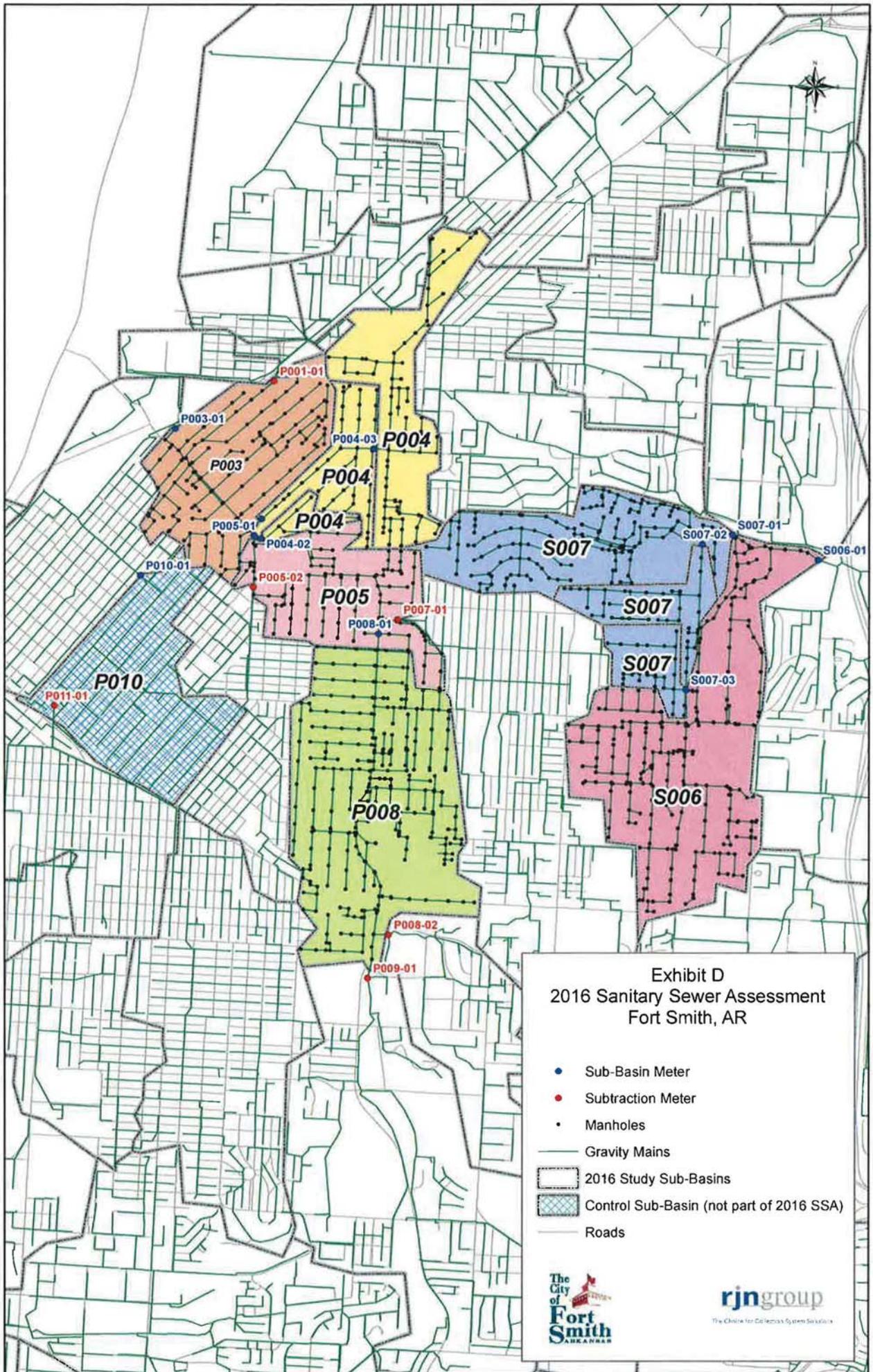
Task	Description	Quantity	Unit Cost	Cost (\$)
2.1.1	Project Admin	1	\$50,637.00	50,637.00
2.1.2	Flow Meter Investigation	18	\$460.11/EA	8,281.98
2.1.3	Flow Meter Installation	18	\$954.00/EA	17,172.00
2.1.4	Rain Gauge Investigation & Installation	7	\$367.14/EA	2,569.98
2.1.5	FM Monitoring Period	1,080	\$71.09/MD	76,777.20
2.1.6	RG Monitoring Period	420	\$8.09/RGD	3,397.80
2.1.7	Data Analysis / Reporting	1	32,696.00	32,696.00
2.1.8	Data Management	1	\$62,538.00	62,538.00
2.1.9	Night Flow Isolation	30	365.67/EA	10,970.10
2.1.10	Manhole Inspection Street Access	750	\$104.05/EA	78,367.50
2.1.11	Manhole Inspection Remote	400	\$144.35/EA	57,740.00
2.1.12	Sub-Centimeter Survey of Manholes	1,150	\$42.80/EA	49,200.00
2.1.13	Smoke Testing	269,470	\$0.49/LF	132,040.30
2.1.14	Dyed Water Flooding	50	\$418.70/EA	20,935.00
2.1.15	Private Service Line Reporting	1	\$9,667.00	9,667.00
2.1.16	Sanitary Sewer Cleaning	337,988	1/	437,314.00
2.1.17	TV Inspection	246,645	1/	385,860.00
2.1.18	Tap Removals for CCTV	60	\$428.00/EA	25,680.00
2.1.19	TV Tape Review	246,645	\$0.39/LF	96,191.55
2.1.20	Mapping Updates / Geodatabase Compilation	1	\$17,845.00	17,845.00
2.1.21	Data Analysis / Reporting	1	\$71,924.00	71,924.00
Total Not-to-Exceed Amount				1,647,804.41

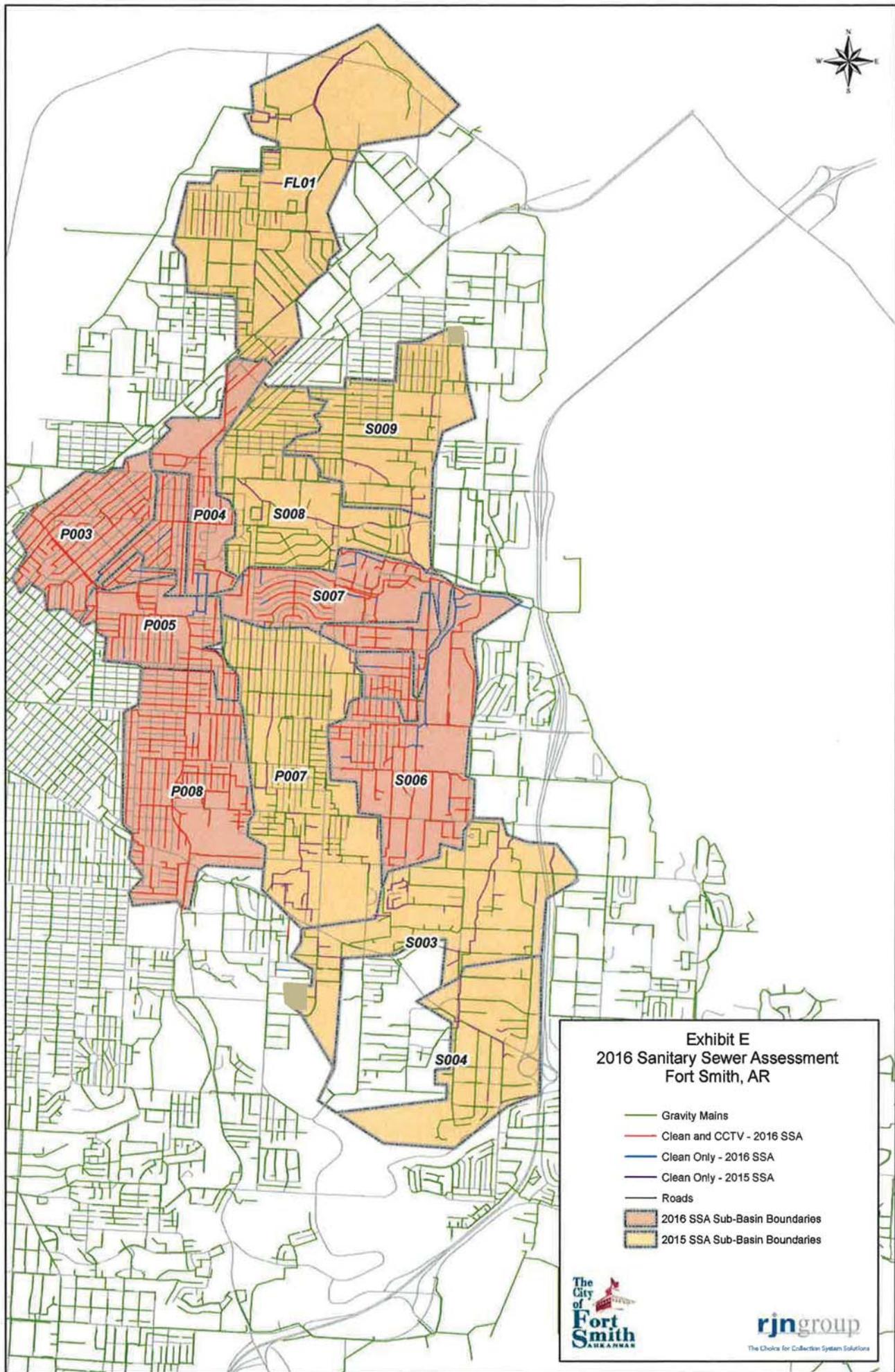
1/ Unit prices for cleaning and television inspection prices apply. Assumptions have been made on percentage of heavy cleaning and reverse setups.

Schedule of Hourly Professional Services Billing Rates

Employee Classification	Hourly Rate
Project Director	\$270
Project Manager	\$184
Project Engineer	\$126
Civil Engineer	\$98
Field Manager	\$97
Field Supervisor	\$67
Field Technician	\$57
Project Coordinator	\$86
Data Analyst	\$90
Office Technician	\$65
Clerical	\$95

ID	Task Name	Start	Finish	2016																																												
				Feb 2016		Mar 2016				Apr 2016				May 2016				Jun 2016				Jul 2016				Aug 2016				Sep 2016				Oct 2016				Nov 2016				Dec 2016						
				2/4	2/11	2/18	2/25	3/4	3/11	3/18	3/25	4/1	4/8	4/15	4/22	5/1	5/8	5/15	5/22	6/5	6/12	6/19	6/26	7/3	7/10	7/17	7/24	8/7	8/14	8/21	8/28	9/4	9/11	9/18	9/25	10/2	10/9	10/16	10/23	10/30	11/6	11/13	11/20	11/27	12/4	12/11	12/18	12/25
1	Project Admin	2/22/2016	12/30/2016	[Gantt bar from 2/22 to 12/30]																																												
2	Flow Meter Investigation	2/22/2016	2/24/2016	[Gantt bar from 2/22 to 2/24]																																												
3	Flow Meter Installation	2/25/2016	3/3/2016	[Gantt bar from 2/25 to 3/3]																																												
4	Rain Gauge Investigation and Installation	2/22/2016	2/26/2016	[Gantt bar from 2/22 to 2/26]																																												
5	FM Monitoring Period	3/4/2016	5/26/2016	[Gantt bar from 3/4 to 5/26]																																												
6	RG Monitoring Period	3/4/2016	5/26/2016	[Gantt bar from 3/4 to 5/26]																																												
7	Data Analysis/Reporting Flow Monitoring	3/4/2016	8/18/2016	[Gantt bar from 3/4 to 8/18]																																												
8	Data Management	2/22/2016	12/30/2016	[Gantt bar from 2/22 to 12/30]																																												
9	Night Flow Isolation	8/1/2016	10/31/2016	[Gantt bar from 8/1 to 10/31]																																												
10	Manhole Inspection (Street Access)	3/14/2016	10/28/2016	[Gantt bar from 3/14 to 10/28]																																												
11	Manhole Inspection (Offstreet)	3/14/2016	10/28/2016	[Gantt bar from 3/14 to 10/28]																																												
12	Sub-Centimeter Survey of Manholes	3/7/2016	10/28/2016	[Gantt bar from 3/7 to 10/28]																																												
13	Smoke Testing	5/30/2016	9/2/2016	[Gantt bar from 5/30 to 9/2]																																												
14	Private Service Line Reporting	6/6/2016	9/9/2016	[Gantt bar from 6/6 to 9/9]																																												
15	Dye Water Flooding	9/5/2016	9/30/2016	[Gantt bar from 9/5 to 9/30]																																												
16	Sewer Line Light Cleaning	3/7/2016	10/28/2016	[Gantt bar from 3/7 to 10/28]																																												
17	TV Inspection	3/7/2016	9/30/2016	[Gantt bar from 3/7 to 9/30]																																												
18	Tap Removals	3/7/2016	9/30/2016	[Gantt bar from 3/7 to 9/30]																																												
19	TV Tape Review	4/4/2016	11/25/2016	[Gantt bar from 4/4 to 11/25]																																												
20	GIS Database Update/Maintenance	4/4/2016	12/30/2016	[Gantt bar from 4/4 to 12/30]																																												
21	Data Analysis/Reporting Condition Assessment	8/1/2016	12/30/2016	[Gantt bar from 8/1 to 12/30]																																												





Comprehensive Plan Goal Supported By Wastewater Projects

- Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision. (FLU-1.4)
- Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems (TI-5.1)
- Implement an infrastructure Asset Management Program as a tool for management of the utility department's water and sewer systems and to track, manage, and schedule necessary facility upgrades and improvements. (TI-5.1.1)
- Ensure that utility and infrastructure systems can meet the city's long-term needs. (TI-5.2)
- Coordinate land use planning and capital programming to ensure infrastructure improvements and extensions are phased to support the future land use pattern. (TI-5.2.1)
- Adopt criteria for prioritizing funding to infrastructure-related capital improvement projects. (TI-5.2.4)
- Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth. (PFS-4.2)

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN EASEMENT WITH THE CITY OF MOUNTAINBURG

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

The Mayor is hereby authorized to execute a water utility easement to the City of
Mountainburg for the installation of a six-inch water distribution line in connection with the
Lake Fort Smith Water Transmission Line – Phase I, Project Number 08-07-P, on city property
located at the Lake Fort Smith Water Treatment Plant in Mountainburg, Arkansas.

This Resolution adopted this _____ day of February 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: February 8, 2016

FROM: Steve Parke, Director of Utilities

SUBJECT: Lake Fort Smith Water Transmission Line – Phase I
Project Number 08-07

The project calls for the construction of a 6-inch water distribution line to reconnect the existing water meter customers currently being served off the 27-inch water transmission line within the Mountainburg city limits and the plant's filter backwash line. The planned 48-inch pipeline will replace the 27-inch line that will be taken out of service upon the completion of this project. That portion of the 6-inch line located within the city limits of Mountainburg will be transferred to, and operated by, the City of Mountainburg.

The installation of the 6-inch line will require a water utility easement from the City of Fort Smith on its property located at the water treatment plant frontage along Hollow Branch Lane. An exhibit of the property and, easement location are attached for your review.

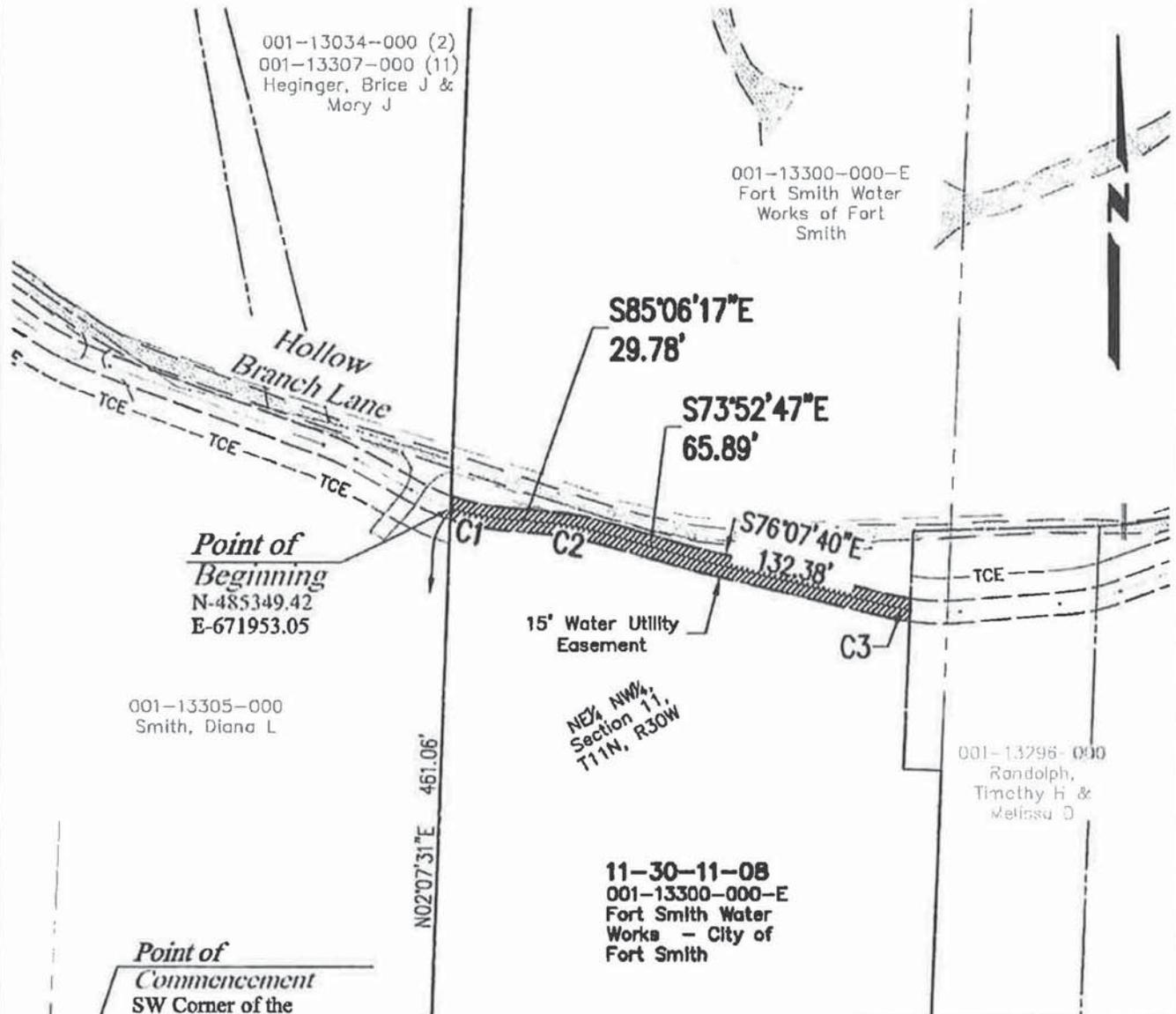
Staff is recommending the attached Resolution authorizing the execution of the attached easement be submitted to the Board for approval at its next regular scheduled meeting. If you or members of the Board have any questions or desire additional information, please let me know.

attachment

MICKLE-WAGNER-COLEMAN, INC.
Engineers Consultants Surveyors

Exhibit "A"

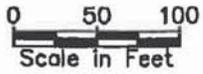
3434 Country Club Avenue
 P.O. Box 1507
 Fort Smith, Arkansas 72902



Curve Table For 11-30-11-08 Easement					
Curve #	Tangent	Radius	Length	Chord Bearing	Chord Length
C1	18.13	150.00	36.08	S78°12'53"E	35.99
C2	14.74	150.00	29.39	S79°29'32"E	29.34
C3	7.15	150.00	14.28	S78°51'20"E	14.28

TRACT 11-30-11-08

Scale 1" = 100'



02/06/15

LAKE FORT SMITH WATER TRANSMISSION LINE - DISTRIBUTION LINE EASEMENTS

Tract 11-30-11-08
February 6, 2015

WATER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Fort Smith Waterworks, City of Fort Smith, Arkansas GRANTOR, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Mountainburg, Arkansas, a municipal corporation, GRANTEE, its successors and assigns, a Permanent Easement for the construction, operation, and maintenance of WATER UTILITY FACILITIES with all appurtenances thereto, including but not limited to fire hydrants, valve and meter boxes, air/vacuum release stations, distribution lines, service lines, etc., together with the right to remove trees, brush, undergrowth or other obstructions interfering with construction, operation and maintenance of said WATER UTILITY FACILITIES over, under and upon the following lands situated in the County of Crawford, State of Arkansas, to wit:

Part of the Northeast Quarter of the Northwest Quarter of Section 11, Township 11 North, Range 30 West, Crawford County, Arkansas. Said easement being 15.00 feet wide and lying 7.50 feet on each side of the following described centerline:

Commencing at the Southwest Corner of said Northeast Quarter of the Northwest Quarter; Thence along the South Line of said Northeast Quarter of the Northwest Quarter, S85°57'41"E, 981.08 feet; Thence leaving said South Line, N02°07'31"E, 461.06 feet to the Point of Beginning, having coordinates of N485349.42, E671953.05; Thence 36.08 feet along the arc of a curve to the left, said curve having a radius of 150.00 feet and being subtended by a chord having a bearing of S78°12'53"E and a distance of 35.99 feet; Thence S85°06'17"E, 29.78 feet; Thence 29.39 feet along the arc of a curve to the right, said curve having a radius of 150.00 feet and being subtended by a chord having a bearing of S79°29'32"E and a distance of 29.34 feet; Thence S73°52'47"E, 65.89 feet; Thence S76°07'40"E, 132.38 feet; Thence 14.28 feet along the arc of a curve to the left, said curve having a radius of 150.00 feet and being subtended by a chord having a bearing of S78°51'20"E and a distance of 14.28 feet to the Point of Termination. Containing 4,617 square feet or 0.11 acres, more or less.

As shown on Exhibit "A" attached hereto and hereby made a part of this instrument.

with right of ingress and egress to and from the same.

TO HAVE AND TO HOLD said Easement unto GRANTEE, its successors and assigns, forever.

GRANTOR shall have the right to use the surface of the property above described; provided, that GRANTOR shall not interfere with the use thereof by GRANTEE, shall not erect a permanent building or other structure nor construct a pond or other improvement within the said easement area, and shall provide gates acceptable to GRANTEE if said easement area, or portion thereof, is fenced by GRANTOR.

GRANTEE, its agents and assigns, shall have the right, at GRANTEE'S option and at any time, to remove, abandon in place, sever or fill any existing or to be constructed water utility facilities, including pipes no longer needed by GRANTEE situated on the foregoing property, or any adjoining lands owned by the GRANTOR.

After completion of construction, GRANTEE shall restore the land in this permanent/temporary easement (whichever case, or both) to as near its original condition as possible, subject to both parties acting in a reasonable manner.

The consideration paid by GRANTEE is received and accepted by GRANTOR in full satisfaction of every right hereby conveyed.

GRANTOR does hereby covenant with GRANTEE that GRANTOR is lawfully seized and possessed of the real estate above described and that GRANTOR has a good and lawful right to convey the same or any part thereof.

It is hereby understood that party securing this grant in behalf of GRANTEE is without authority to make any covenant or agreement not herein expressed.

WITNESS our hands and seals on this ____ day of _____, 20__.

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND AUTHORIZATION NUMBER ONE WITH HAWKINS-WEIR ENGINEERS, INC., FOR ENGINEERING SERVICES ASSOCIATED WITH SUB-BASINS P002 AND P003 CAPACITY IMPROVEMENTS

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

SECTION 1: An Agreement and Authorization Number One with Hawkins-Weir Engineers, Inc., for engineering design services associated with Sub-Basins P002 and P003 Capacity Improvements, Project Number 16-03-ED1, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute the Agreement and Authorization Number One in the amount of \$648,440.00, for performance of said services.

This Resolution adopted this _____ day of February 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr



INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: February 8, 2016

FROM: Steve Parke, Director of Utilities

SUBJECT: Sub-Basin P002 and P003 Capacity Improvements
Project Number 16-03-ED1

For the past several years the city has designed and constructed wastewater capacity improvement projects that were identified in the city's wastewater management plan for addressing chronic sewer overflows that occurred during periods of heavy rainfall. Under terms of the Consent Decree the city must proceed with the design and construction of the remaining projects identified and complete these improvements within a twelve (12) year period.

The wastewater management plan identified the sewer capacity improvements necessary to convey peak wet weather wastewater flows to the "P" Street wastewater treatment plant. The first of these improvements is designated as the Sub-Basin P002 & P003 Capacity Improvements which begins at the "P" Street wastewater treatment plant and extends 5,000 feet upstream to Martin Luther King Park. A second capacity improvement project will extend beyond the first project another 8,000 feet to Free Ferry Road near Rogers Avenue. Hawkins-Weir Engineers performed the routing and preliminary design under an earlier agreement authorized by the Board in 2015. An exhibit showing the route of this first project is attached. Under the terms of the Consent Decree construction of the Sub-Basin P002 & P003 Capacity Improvements must be completed by the end of year 2018.

Concurrent with the utility department's routing and preliminary design of the wastewater capacity improvements, the engineering department is working with the Corps of Engineers for the routing and design of the May Branch storm drainage improvements. The alignment and configuration of a proposed open drainage channel has been established and surveys by the Corps has identified the existing utilities along the route for relocation consideration for their project. The location and design of the Sub-Basin P002 & P003 Capacity Improvements must accommodate the proposed Corps' drainage project.

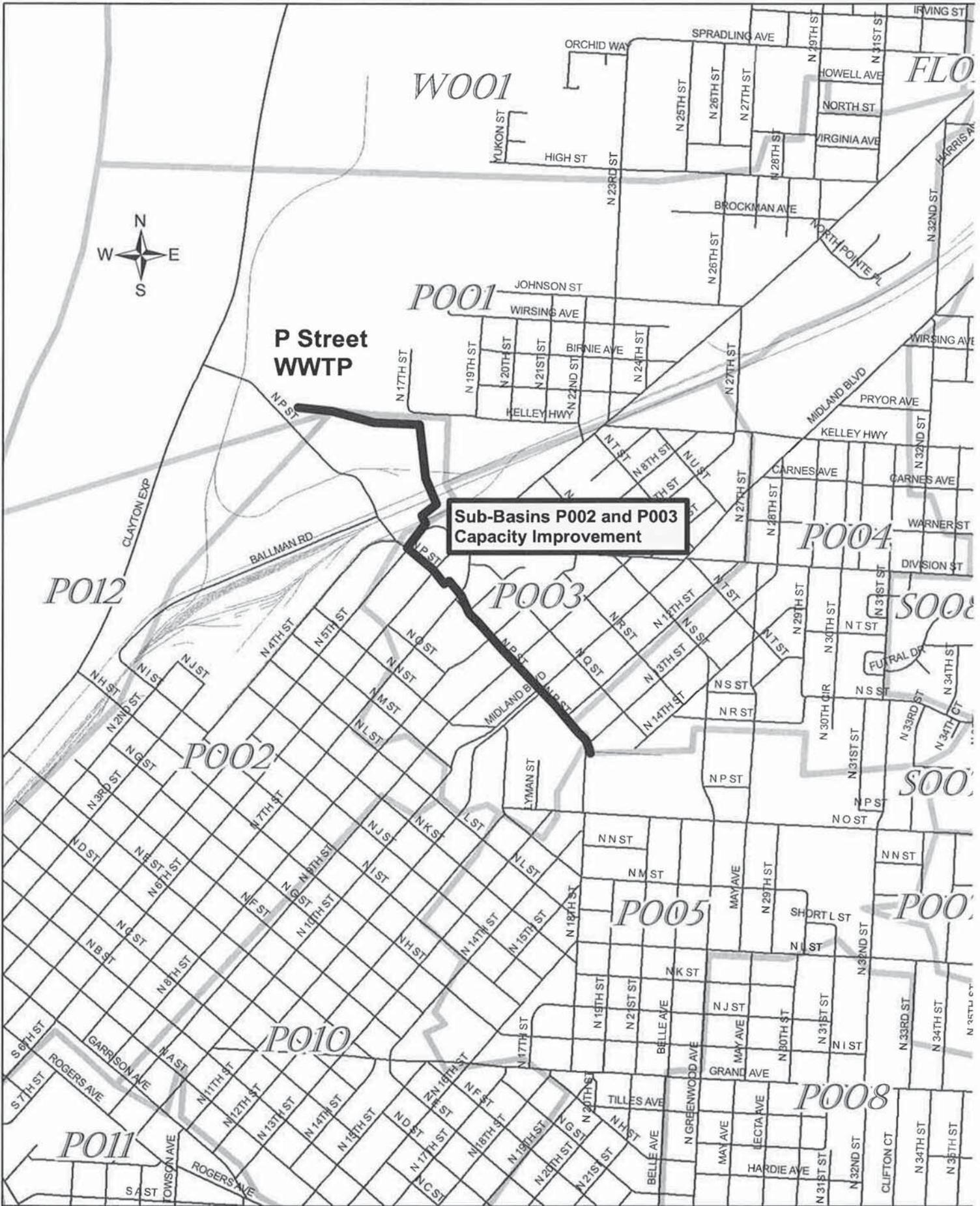
The preliminary construction estimate for Sub-Basin P002 & P003 Capacity Improvements is \$11,490,000. The portion of the route study and preliminary design related to this project was \$198,250, or 1.72% of the estimated construction cost. The final design fee of \$648,440 is 5.64% of the estimated construction cost, and includes \$110,000 in reimbursable expenses. The engineering design fees for preliminary design, final design and bidding phase services on a percentage basis is 7.37%.

The scope of services for the final design task has been negotiated with Hawkins Weir Engineers, Inc., for this work. A Resolution authorizing an engineering services agreement with Hawkins-Weir Engineers, Inc., in the amount of \$648,440.00, is attached. Funds for these

services are available from the 2015 revenue bonds issued for water and wastewater improvements.

Should you or members of the Board have questions or need any additional information, please let me know.

attachment



**Sub-Basins P002 and P003 Capacity Improvements
Project No. 16-03**

Scope of Services
Sub-Basin P002 and P003 Capacity Improvements
Fort Smith, Arkansas
Project No. 16-03-ED1
February 2, 2016

Project Description

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

Article Six, Capacity-Related Remedial Measures Projects identified in Appendices E1 and E2, of the CD requires that the City construct capacity-related remedial measures identified in Appendix E2 unless the hydraulic modeling required in Article Four of the CD justifies otherwise. Article Six also requires that the remedial measures identified in Appendix E2 be constructed by December 31st of the year listed in the appendix.

The Appendix E2 lists the Sub-basin P002 and P003 Capacity Improvements as the second project and requires the project to be completed by December 31, 2018. The Sub-Basin P002 and P003 Capacity Improvements will replace the existing P Street Interceptor Sewer between the P Street Wastewater Treatment Plant (WWTP) and Martin Luther King Park at North 18th Street. The proposed Capacity Improvements have been preliminarily sized by modeling to be 60 inches in diameter from the P Street WWTP to the connection with the 4th Street Capacity Improvements at North 5th Street, and 48 inches in diameter from North 5th Street to Martin Luther King Park where it will connect to the Basin 12 Capacity Improvements Phase I and the Basin 10 and 14 Capacity Improvements Phase I. To meet to deadline listed in Appendix E2 the final plans, special conditions, bid documents, and a final cost estimate must be delivered to the City by November 1, 2016.

During the Final Design Phase and Advertising and Bidding Phases, Hawkins-Weir Engineers, Inc. (HW) will perform the following:

Task 1 – Final Design Phase

1. Coordinate and participate in periodic design team meetings with the City
 - a. Participate in six (6) monthly design team meetings with the City
 - i. Prepare Meeting Minutes for each design team meeting
2. Manage a geotechnical soils investigation of the project route by our sub-consultant, Grubbs, Hoskyn, Barton and Wyatt
3. Assist the City with property and easement acquisitions. Assistance will be limited to the identification of the property owner, and the development of easement and related easement exhibits
 - a. Revise the proposed route to accommodate changes resulting from easement acquisition
 - i. Survey proposed route revisions
 - ii. Manage utility locates for route revisions by our sub-consultant, ARKUPS
 - iii. Manage property ownership and easement research by our sub-consultant, Waco Title
4. Manage the field excavation and location of existing franchised utilities by a utility Contractor
5. Manage the field excavation and location of existing drainage structures by a utility Contractor
6. Coordinate the proposed improvements with the May Branch Flood Reduction Project being planned by the City's Engineering Department and the US Army Corps of Engineers
7. Coordinate the proposed improvements with the Kelley Highway Extension Project being planned by the City's Engineering Department

Scope of Services
Sub-Basin P002 and P003 Capacity Improvements
Fort Smith, Arkansas
Project No. 16-03-ED1
February 2, 2016

8. Revise preliminary pipeline sizing based on model revisions developed by CDM Smith
9. Manage an asbestos and lead paint survey of the two (2) buildings identified for demolition by our sub-consultant, Safety & Environmental Investigations, Inc.
10. Prepare design drawings and construction details
 - a. Prepare and submit a 60% design set of drawings, including a 60% cost estimate
 - i. Participate in a 60% design review meeting and prepare meeting minutes
 - b. Prepare and submit a 90% design set of drawings and construction details, including a 90% cost estimate
 - i. Participate in a 90% design review meeting and prepare meeting minutes
 - c. Prepare and submit a final design set drawings and construction details sealed by a Professional Engineer licensed in the State of Arkansas, including a final cost estimate
11. Prepare traffic control plans for the project construction phase
12. Prepare special conditions and bid documents. The City will provide front end documents and technical specifications. Format for specifications will be the City's Standard Specifications
13. Participate in Public Meetings
 - a. Prepare exhibits and attend two (2) public information meetings
 - b. Prepare exhibits and attend two (2) City Board of Directors' meetings or study sessions
14. Coordinate with the City's Engineering and Street Departments on street repairs and temporary closures
15. Coordinate with Arkansas Oklahoma Gas Corporation (AOG) for the relocation of gas line facilities
16. Coordinate with Oklahoma Gas and Electric Energy Corporation (OGE) for the relocation and temporary support of existing utility poles
17. Coordinate with the City's Utility Department to locate any water or sewer services that might be affected by the proposed project
18. Prepare the Arkansas Department of Environmental Quality (ADEQ) storm water permit(s)
19. Prepare the ADEQ Short Term Activity Authorization (STAA)
20. Prepare the ADEQ Demolition Permit
21. Prepare the US Army Corps of Engineers Section 404 Nationwide Permit(s)
22. Prepare the Arkansas Highway and Transportation Department (ATHD) utility permit
23. Prepare the railroad utility permits
24. Prepare the City's demolition permit(s)
25. Perform quality assurance review of design documents
26. Deliver four (4) full-size copies and one (1) electronic copy of the plans and contract documents to the City for their use
27. Coordinate the regulatory review

Task 2 – Advertising and Bidding Phase

1. Assist the City in advertising the project for bidding
2. Conduct a mandatory pre-bid conference
3. Prepare any necessary bidding addendums
4. Assist the City in receiving bids and preparing a certified bid tabulation
5. Review bids and prepare a recommendation to the City for the award of a construction contract
6. Assist in the preparation of Contract Documents for execution between the City and Contractor

Tasks not included within the scope of services:

- Construction management services
- Development of an Asbestos Abatement Plan

Scope of Services
Sub-Basin P002 and P003 Capacity Improvements
Fort Smith, Arkansas
Project No. 16-03-ED1
February 2, 2016

Outside Services

The project is expected to require the services of five (5) sub-consultants: Gubbs, Hoskyn, Barton, & Wyatt, ARKUPS, Waco Title, a utility Contractor, and Safety & Environmental Investigations, Inc.

Grubbs, Hoskyn, Barton, & Wyatt will provide geotechnical services for the project. The geotechnical investigation is expected to require soil borings at twenty-seven (27) locations ranging in depth from 25 to 35-feet. The soil borings will be sampled at 2 to 5-foot intervals and laboratory tests performed on the samples to determine the physical and engineering properties of the soil and rock. Where rock is encountered before the bore depth is reached, core samples will be taken and a rock quality designation and unconfined compressive strength determined. In addition to the sampling, two piezometers will be installed and the groundwater elevation will be monitored by HW. The results of the investigation will be used to design the pipe bedding system and the encasement tunneling. The results of the investigation will also be made available to prospective bidders and the Contractor awarded the work for informational purposes.

ARKUPS will locate underground utilities so they can be surveyed and accurately identified in the Contract Documents. These services will primarily be used in areas that were not included on the route selected during the previous route selection study.

Waco Title will provide ownership and easement research services for any parcels not identified in the previous route selection study.

The utility Contractor will locate and expose existing municipal and franchise underground utilities and underground drainage structures so their location can be accurately identified in the Contract Documents.

Safety & Environmental Investigations, Inc. will perform an environmental survey for asbestos and lead paint in the two buildings identified for demolition during the previous route selection study. The survey will include approximately sixty-five (65) samples of either lead paint (tested using SW846-7420) and/or asbestos (tested with Polarized Light Microscopy (PLM)). The report will note the presence or absence of lead paint and/or asbestos and whether asbestos, if located, is friable or non-friable. The survey will be conducted by ADEQ-certified asbestos inspectors and performed in accordance with relevant state and national regulations and standards. The report will meet ADEQ Regulation 21 standards for an inspection prior to applying for a demolition permit from the ADEQ.

Deliverables

During the final design phase, HW will deliver one (1) paper and portable document format (PDF) copy of all meeting minutes and two (2) full-size and one (1) PDF copy of the 60% design and 90% design drawings. HW will also provide four (4) full-sized copies and one (1) PDF copy of the final plans and Contract Documents to the City. During bidding, HW will provide one (1) full size copy and one (1) PDF copy of any addendum exhibits as well as one (1) paper and electronic copy of the meeting minutes for the preconstruction conference. Following the receipt of bids, HW will provide one (1) paper and PDF copy of the certified bid tabulation and a letter with a recommendation of award if appropriate.

**Scope of Services
Sub-Basin P002 and P003 Capacity Improvements
Fort Smith, Arkansas
Project No. 16-03-ED1
February 2, 2016**

Specialized Work

HW will participate in two (2) public information meetings and two (2) City Board of Directors meetings or study sessions. For each meeting, HW will prepare display exhibits depicting the project and comment forms to obtain feedback from attendees. Following each meeting HW, will prepare meeting minutes for any forum discussion on the project and provide responses to any written questions.

HW will provide assistance to City personnel in the property acquisition process. Easement documents for the preferred route were prepared under the previous 15-01-ED1 project and provided to the City at the conclusion of that project. HW will provide additional exhibits as needed for each parcel being acquired. In addition, in the event that the property acquisition process results in a need to adjust the project alignment to avoid a parcel that cannot be acquired, HW will prepare new easement documents for the new route.

It is anticipated that permits will be required from the Arkansas Department of Environmental Quality, the US Army Corps of Engineers, the Arkansas Highway and Transportation Department, three (3) railroads, and the City. Additionally, plan approval will be required from the Arkansas Department of Health. HW will prepare all required documentation and produce all required exhibits for the City to submit to the permit granting entities. If required, HW will also answer any questions that arise during the permitting process and produce any supplementary documentation that is required.

Bid Process

HW will prepare the Contract Documents using the City Utility Department's front end documents and standard specifications. Upon authorization to advertise, HW will provide a notice to the City to submit to the newspaper(s) of their choice and send notices to experienced local, regional, and national Contractors, advising them that plans and contract documents are available for purchase. HW will reproduce copies of the plans and contract documents and offer them for inspection and purchase by interested parties. HW will also handle the reproduction and distribution of any addendums. During the advertisement period, HW will conduct a mandatory pre-bid conference to discuss the project and will prepare and distribute meeting minutes following the conference. At the bid opening, HW will assist the City in receiving bids and prepare a certified tabulation of bids received. After the bid tabulation, HW will review the lowest responsible bidder's qualifications and prepare a recommendation of award for the City's use. Upon approval from the City Board of Directors, HW will provide the required number of Contract Documents for execution between the City and Contractor.

**Scope of Services Fee Proposal Summary
Sub-Basin P002 and P003 Capacity Improvements
Fort Smith, Arkansas
Project No. 16-03-ED1
February 2, 2016**

A. Task 1 - Final Design Phase		Sub-Basin P002 & P003 Capacity Improvements						
Task	Billing Rate (Effective thru 7/30/16)	Engr	Engr	Engr	Field	Dsgnr	Tech	Total Hours
		VII \$180	V \$150	III \$120	Crew \$175	II \$100	III \$80	
1. Coordinate and participate in periodic design team meetings with the City								
a. Participate in monthly design team meetings with the City		16	16	24				56
i. Prepare Meeting Minutes for each design team meeting		8	8	24				40
2. Manage a geotechnical soils investigation of the project route by our sub-consultant, Grubbs, Hoskyn, Barton and Wyatt		8	16	40			40	104
3. Assist the City with property and easement acquisitions. Assistance will be limited to the identification of the property owner, and the development of easement and related easement exhibits			40	80		160	80	360
a. Revise the proposed route to accommodate changes resulting from easement acquisition			40	80			80	200
i. Survey proposed route revisions					120	20	40	200
ii. Manage utility locales for route revisions by our sub-consultant, ARKUPS						20	40	30
iii. Manage property ownership and easement research by our sub-consultant, Waco Title						40		50
4. Manage the field excavation and location of existing franchised utilities by a utility Contractor			4	16	40		40	100
5. Manage the field excavation and location of existing drainage structures by a utility Contractor			4	16	80		40	140
6. Coordinate the proposed improvements with the May Branch Flood Reduction Project being planned by the City's Engineering Department and the US Army Corps of Engineers		8	4	8				20
7. Coordinate the proposed improvements with the Kelley Highway Extension Project being planned by the City's Engineering Department			4	8				12
8. Revise preliminary pipeline sizing based on model revisions developed by CDM Smith				16			40	56
9. Manage an asbestos and lead paint survey of the two (2) buildings identified for demolition by our sub-consultant, Safety & Environmental Investigations, Inc.		4	8	16				28
10. Prepare final design drawings and construction details								
a. Prepare and submit a 60% design set of drawings, including a 60% cost estimate		24	80	160	100		240	604
i. Participate in a 60% design review meeting and prepare meeting minutes		8	8	8				24
b. Prepare and submit a 90% design set of drawings and construction details, including a 90% cost estimate		16	64	120	100		240	540
i. Participate in a 90% design review meeting and prepare meeting minutes		8	8	8				24
c. Prepare and submit a final design set drawings and construction details sealed by a Professional Engineer licensed in the State of Arkansas, including a final cost estimate		16	40	120			80	256
11. Prepare traffic control plans for the project construction phase			16	40			80	136
12. Prepare special conditions and bid documents. The City will provide front end documents and technical specifications. Format for specifications will be the City's Standard Specifications		24	80	80				184
13. Participate in Public Meetings								
a. Prepare exhibits and attend two (2) public information meetings		8	16	40			24	88
b. Prepare exhibits and attend two (2) City Board of Directors meetings or study sessions		8	16	40			24	88
14. Coordinate with the City's Engineering and Street Departments on street repairs and temporary closures			8	16			40	64
15. Coordinate with Arkansas Oklahoma Gas Corporation (AOG) for the relocation of gas line facilities		8	8	40	40	8	24	128
16. Coordinate with Oklahoma Gas and Electric Energy Corporation (OGE) for the relocation and temporary support of existing utility poles		4	4	16		8	16	48
17. Coordinate with the City's Utility Department to locate any water or sewer services that might be affected by the proposed project				16				16
18. Prepare the Arkansas Department of Environmental Quality (ADEQ) storm water permit(s)			2	8			40	50
19. Prepare the ADEQ Short Term Activity Authorization (STAA)			2	4			8	14
20. Prepare the ADEQ Demolition Permit			2	4			8	14
21. Prepare the US Army Corps of Engineers Section 404 Nationwide Permit(s)			2	4			16	22
22. Prepare the Arkansas Highway and Transportation Department (ATHD) utility permit			2	4			16	22
23. Prepare the railroad utility permits		24	80	120			40	264
24. Prepare the City's demolition permit(s)			2	2				4
25. Perform quality assurance review for review of design documents		40	40	80				160
26. Deliver four (4) full sized copies and one (1) electronic copy of the plans and specifications to the City for their use and for reproduction				2			8	10
27. Coordinate the regulatory review		8	16	20			16	60
Total Hours		240	840	1320	480	256	1280	4216
Total Cost - Task 1 Final Design Phase		\$43,200	\$96,000	\$158,400	\$84,000	\$25,600	\$102,400	\$509,600

B. Task 2 - Advertising and Bidding Phase		Sub-Basin P002 & P003 Capacity Improvements						
Task	Billing Rate (Effective thru 7/30/16)	Engr	Engr	Engr	Field	Dsgnr	Tech	Total Hours
		VII \$180	V \$150	III \$120	Crew \$175	II \$100	III \$80	
1. Assist the City in advertising the project for bidding			4	8				12
2. Conduct mandatory pre-bid conference		2	4	8				14
3. Prepare any necessary bidding addendums		8	16	40	16	8	80	168
4. Assist the City in receiving bids and preparing a bid tabulation		2	4	8				14
5. Review bids and prepare a recommendation to the City for the award of a construction contract		2	4	8				14
6. Assist in the preparation of Contract Documents for execution between the City and Contractor		2	8	8				18
Total Hours		16	40	80	16	8	80	240
Total Cost - Task 2 Advertising and Bidding Phase		\$2,880	\$6,000	\$9,600	\$2,800	\$800	\$6,400	\$28,480

C. Reimbursable Expenses		Sub-Basin P002 & P003 Capacity Improvements	
Item	Description	Total	Total
1. Reproduction & Printing	A & B Reprographics - Plans and Specifications for Final Project Documents		\$4,500
2. Outside Services	Grubbs, Hoskyn, Barton & Wyatt - Geotechnical Investigation		\$30,500
3. Outside Services	Safety & Environmental Investigations, Inc. - Asbestos and Lead Paint Survey		\$10,000
4. Outside Services	ARKUPS Utility Locates		\$10,000
5. Outside Services	Utility Contractor - Field excavation and location of utilities and existing storm drainage structures		\$40,000
6. Outside Services	Waco Title - Perform deed and easement research (75 parcels @ \$200/parcel)		\$15,000
Total Estimated Reimbursable Expenses			\$110,000

ENGINEERING SERVICES SUMMARY		Sub-Basin P002 & P003 Capacity Improvements	
Task	Description	Total	Total
A. Task 1 - Final Design Phase			\$509,600
B. Task 2 - Advertising and Bidding Phase			\$28,840
C. Reimbursable Expenses			\$110,000
Total Engineering Fee - Not to Exceed			\$648,440

Comprehensive Plan Goal Supported By Wastewater Projects

- Ensure adequate, well-maintained infrastructure, public safety, and public facilities for all development and prevent development ahead of infrastructure and service provision. (FLU-1.4)
- Continue to ensure that customers within Fort Smith have access to reliable water, sewer, drainage, solid waste services by reducing or eliminating deficiencies and gaps in infrastructure systems (TI-5.1)
- Implement an infrastructure Asset Management Program as a tool for management of the utility department's water and sewer systems and to track, manage, and schedule necessary facility upgrades and improvements. (TI-5.1.1)
- Ensure that utility and infrastructure systems can meet the city's long-term needs. (TI-5.2)
- Coordinate land use planning and capital programming to ensure infrastructure improvements and extensions are phased to support the future land use pattern. (TI-5.2.1)
- Adopt criteria for prioritizing funding to infrastructure-related capital improvement projects. (TI-5.2.4)
- Provide new facilities in a manner that protects investments in existing facilities and promotes orderly growth. (PFS-4.2)

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT OFFERS MADE BY PROPERTY OWNERS FOR THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE LAKE FORT SMITH WATER PROJECT

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

The City Administrator is hereby authorized to execute an offer and acceptance made by the property owners listed below, and to make payment to same in the amounts shown, for the acquisition of real property for the Lake Fort Smith Water, Project Number 99-01, in connection with an anticipated exchange of real property interests with the United States Forest Service:

<u>Property Owner</u>	<u>Acreage</u>	<u>Offer</u>
David R. Littlejohn & Diane L. Littlejohn	40	\$44,000.00
Gwena L. Cearley	40	\$48,000.00
McClain Trust	40	\$40,000.00
Milton Ford, LLC	60.51	\$216,000.00
James Tate & Sharon Tate	160	\$144,000.00

This Resolution adopted this _____ day of February 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: February 8, 2016

FROM: Steve Parke, Director of Utilities

SUBJECT: Lake Fort Smith Watershed Protection Acquisitions
U. S. Forest Service Land Exchange
Project Number 99-01

Over the past few months staff has been discussing the acquisition of 360 acres of lands owned by the United States Forest Service (USFS). The lands are situated within the watershed boundary area around Lake Fort Smith that the city proposes to acquire for the purpose of watershed protection. The USFS had identified these lands as being available for exchange with the city or any other private entity for other lands within the Ozark National Forest boundary. The city's acquisition of these lands is consistent with its water supply protection program. I have attached a copy of the Lake Fort Smith watershed boundary showing the location of these lands within the buffer zone with designation LEP (land exchange program).

This exchange must be accomplished through the Federal Government's land exchange procedures. The land exchange must be made on an equal valuation of property basis rather than an acre-for-acre basis and the property must be located within the established USFS boundaries. The city's appraiser has set a range of valuation for the 360 acres offered for exchange by the USFS between \$547,000.00 and \$610,000.00.

In order for the USFS to initiate the land exchange process the city must hold control of the proposed exchange properties either in fee or through a valid offer and acceptance. Therefore, the city must start the process of acquiring property needed for the USFS land exchange. The city successfully completed a land exchange with the USFS as part of the earlier land acquisitions for the Lake Fort Smith water project.

Ultimately, the city will not know if the properties it holds for the exchange will fully meet USFS criteria until the later stages of the exchange process when the final recommendation is made by the Forest District Office to the Forest National Office in Atlanta, Georgia. Staff has identified five properties which the Forest District Office indicates should meet the exchange criteria. Although this is not an approval which assures acceptance, the proposed purchase price is based upon appraised market value. The city's interests are protected as the purchases being made are at market value and they could be resold to recover our investment if found unacceptable in a later stage of the exchange process. The owners of the five properties listed on the Resolution have all executed and presented an offer and acceptance to the city to acquire their properties for the exchange. A summary of the five properties is as follows:

The Littlejohn property in northern Crawford County was appraised by the city's appraiser at \$40,000.00. The Littlejohn's have offered the property to the city for \$44,000.00 which is within a reasonable range of the appraised value.

The Cearley property in southern Washington County was appraised by the city's appraiser at \$53,000.00 but is being offered to the city for \$48,000.00 which is \$5,000.00 dollars less than the appraised value.

The McClain Trust property in northern Johnson County was appraised by the city's appraiser at range of \$32,000.00 to \$36,000.00. The Trust has offered the property to the city for \$40,000.00 which is within a reasonable range of the appraised value.

The Milton Ford, LLC property in northern Franklin County was appraised by the city's appraiser at \$204,000.00 to \$216,000. Milton Ford has offered the property to the city for \$216,000.00 which is less than their listing price of \$234,000.00 and is within the reasonable range of the appraised value.

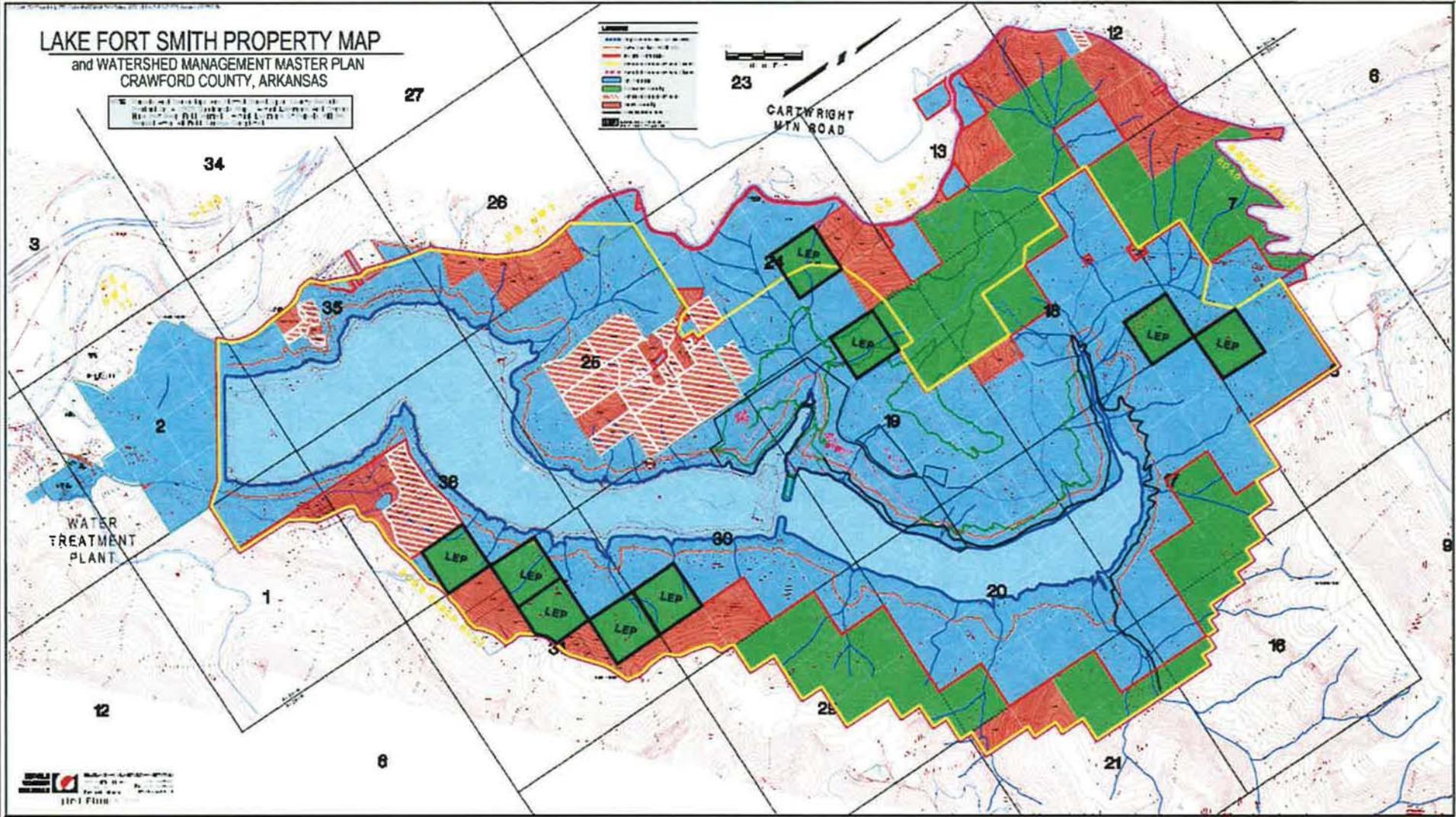
The Tate property in southern Newton County was appraised by the city's appraiser at \$144,000.00. The Tate's have offered the property to the city for the appraised value of \$144,000.00 which is less than their listing price of \$225,000.00 with a stipulation that the city pay the closing costs.

The five properties total \$492,000.00 and will need to be supplemented by additional properties to be acquired by the city in order to match a value range of within 25% of the value range of the USFS's 360 acres. Staff is working to acquire these additional properties and will present them to the Board for their approval in the near future. Funds are available for the acquisition of properties for the Lake Fort Smith watershed protection within the water and sewer capital improvement funds.

The attached Resolution authorizes the acceptance of the offers made by the property owners. It is my recommendation that the Resolution is approved so that the inventory of properties required to meet the land exchange process may begin to build.

Should you or the member of the Board have any questions or need additional information, please let me know.

attachment



RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SHANNON & WILSON, INC., FOR ENGINEERING SERVICES ASSOCIATED WITH THE LAKE FORT SMITH WATER PROJECT LANDSLIDE REMEDIATION DESIGN

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

SECTION 1: An Agreement with Shannon & Wilson, Inc., for engineering services associated with the Lake Fort Smith Landslide Remediation Design East Slide, Project Number 16-05-ED1, is hereby approved.

SECTION 2: An Agreement with Shannon & Wilson, Inc., for engineering services associated with the Lake Fort Smith Landslide Remediation Design West Slide, Project Number 16-04-ED1, is hereby approved.

SECTION 3: The Mayor is hereby authorized to execute the Agreement for Lake Fort Smith Landslide Remediation Design East Slide, Project Number 16-05-ED1 in the amount of \$51,000.00, and to execute the Agreement for Lake Fort Smith Landslide Remediation Design West Slide, Project Number 16-04-ED1 in the amount of \$55,300.00, for performance of said services.

This Resolution adopted this _____ day of February 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



npr

INTER-OFFICE MEMO

TO: Jeff Dingman, Acting City Administrator

DATE: February 9, 2016

FROM: Steve Parke, Director of Utilities

SUBJECT: Engineering Services Agreement
For Landslide Remediation Design
Lake Fort Smith

On January 11, 2016, as a result of the heavy rainfall period, two landslides occurred on city property in the immediate vicinity of the Lake Fort Smith dam. The landslide on the east side occurred approximately 700 feet south of the dam centerline along the remnant of the service road which led to the former dam's crest and above the outlet works discharge channel. This area is extremely steep and the slide created a scarp about 250 feet in length with the earth and trees stopping about 30 feet above the outlet works service road. The landslide on the west side is located approximately 850 feet north of the dam centerline and above the entrance to the auxiliary spillway. This landslide has resulted in an unstable earth mass slightly larger than one-half acre. Neither of the landslides poses a threat to the integrity of the dam.

The landslide on the east side caused about 50 feet of the water line serving the intake tower to fall from the hillside and require a temporary repair. About 500 feet of the water line will need to be relocated to the uphill side of the old service road. Removal of the slide material and trees will be required along with putting remedial measures in place to buttress the remaining hillside. The landslide on the west side is about 400 feet north of the scenic overlook of the lake on Highway 71. Its up slope edge is within 100 feet of Highway 71. Should the unstable landslide area continue to move it could cause the water line serving Chester, Winslow and Lake Fort Smith State Park to fail and potentially threaten the Highway 71 pavement. Remedial measures will be required to support this area to prevent its further movement. An exhibit which indicates the approximate location of the slide areas is attached.

Staff contacted Shannon & Wilson to inspect the slide areas and to develop a scope-of-work to identify appropriate options for the design of remediation measures to address the two landslide areas. Shannon & Wilson provided the geotechnical work associated with the construction of the new Lake Fort Smith dam and has the greatest knowledge of area's soils and geology. They have prepared two work scopes to address the east and west landslide areas individually. The proposal for the landslide remediation design for the east slide is \$51,000 and the west slide is \$55,300, for a total of \$106,300. The proposals are attached for your review.

Crawford County has received a disaster declaration due to the damage caused by the excessive rainfall making Federal and State funding assistance for the remediation of these landslide areas may be an option. Staff will pursue making the appropriate applications for this work.

A Resolution authorizing the Mayor to sign the Agreements with Shannon & Wilson for

the landslide remediation designs for the east and west slide areas are attached. Funding for the design is available from the water and sewer capital improvement fund.

Should you or members of the Board have any questions or desire additional information, please let me know.

attachment



GO

Imagery Date: 3/19/2014 35°39'35.90" N 94°09'01.14" W

© 2016 Google

February 1, 2016

Mr. Steve Parke
City of Fort Smith
P.O. Box 1908
Fort Smith, Arkansas 72901

**RE: PROPOSAL FOR LANDSLIDE REMEDIATION DESIGN
EAST SLIDE – ABOVE OUTLET WORKS CHANNEL
LAKE FORT SMITH
CITY OF FORT SMITH, ARKANSAS**

Dear Mr. Parke:

In response to your request of January 14, 2016 Shannon & Wilson, Inc. (SW), is pleased to submit this proposal for landslide remediation design for the landslide above the outlet works channel that occurred in late December of last year in the area of the new Lake Fort Smith Dam.

PROJECT DESCRIPTION

We understand that the landslide formed in the area just downstream of the dam following heavy rains in late December 2015. During the three day period from December 27 through 29 a total of 7.9 inches of rainfall was recorded at the dam location. The total rainfall for 2015 was 78.0 inches which is approximately 171% of the average annual rainfall for the area.

The slide is on the east side of the dam between Gods Ranch Road and the outlet works discharge creek. Total vertical movement of the slide exceeds 20 feet with much of the material involved in the slide now located either on the roadway adjacent to the discharge creek or on the first rock bench above the roadway. The width of the slide, parallel to the slope, is approximately 100 feet. Movement of the slide took out over half of the original dam crest access road width and severed the water supply line to the intake tower. The original dam crest access road is located on City property and runs parallel to Gods Ranch Road about 10 feet or more lower in elevation. Crawford County has denied permission to locate this water line within the existing Gods Ranch Road easement which limits options for relocating this water supply line away from the affected area.

2043 WESTPORT CENTER DRIVE
ST. LOUIS, MISSOURI 63146-3564
314-699-9660 FAX: 314-699-9661
TDD 1-800-833-6388
www.shannonwilson.com

41-2-23829

SCOPE OF WORK

General

On January 11, 2016 at the request of the City of Fort Smith, Mr. Scott Garbs of Shannon & Wilson visited the location of the slide with representatives of the City and Mickle Wagner Coleman (MWC). This scope of work was developed based on our observations during the site visit and our previous work at the site.

As noted above, the slide began following a three day period of heavy rainfall. We understand that a disaster declaration has been made for Crawford County and that the City may submit for reimbursement or partial reimbursement of costs associated with repair of the slide. Shannon & Wilson will provide whatever assistance is requested by the City in the pursuit of this reimbursement.

As requested by the City, this scope of work does not include the preparation of plans and specifications for slide remediation. A detailed discussion of our anticipated services is discussed in the following sections. The topographic survey discussed in the following sections would be performed by MWC.

East Slide

Since most of the slide material has moved a significant distance downhill, significant fill will be required to restore the original dam crest access road which serves as the corridor for the water line to the intake tower. At this time, we expect that a rock fill will be the best option to restore this corridor. The following activities are planned to confirm this expectation.

First a topographic survey of the current conditions will be undertaken. Specific items to be included in the survey include the existing landslide scarp, the location of the water line, the top and bottom of rock benches/outcrops in the area, the downhill edge of Gods Ranch Road, likely access routes to the landslide mass, and points along the original dam crest access road between Gods Ranch Road and the landslide. A Shannon & Wilson geologist will work with the MWC survey crew to identify specific geologic features to be surveyed. While the survey is being performed, we will review our existing geologic information for the area of the slide.

Following these first steps, the accumulated data will be reviewed by a geotechnical engineer to develop possible remediation alternatives. As noted above, we expect that a rock fill will be the recommended alternative, but other options will be considered. We do not anticipate that a significant amount of analysis will be required to evaluate this slide. A brief summary report will be submitted documenting the options considered and the recommended option(s). This report will include sketches showing the recommended remediation option(s) and the site survey prepared by MWC. We will submit a draft version of this report for the City's use and review prior to issuing a final report. Construction plans and specifications will not be prepared as part of this scope of work.

SCHEDULE

We expect that about 4 weeks will be required for the topographic survey. Our review of conditions and development of remediation options along with preparation of the draft report is expected to take 1 to 2 weeks. Assuming that additional field work is not required, the final report will be submitted within 1 week of receiving any comments on the draft report.

CONTRACT AGREEMENT

We will provide the services as described above on a unit price basis in accordance with the attached Job Cost Estimate. The estimated fee is summarized in the following table. This is our best estimate of the fee and the actual fee may be higher or lower. The recommended minimum budget includes approximately a 15% contingency, you may wish to include a higher or lower contingency.

ESTIMATED FEE

Landslide	Estimated Fee	Minimum Recommended Budget
East Slide	\$44,363	\$51,000

The attached Shannon & Wilson, Inc., Standard Terms and Conditions and City of Fort Smith Policy Regarding Workers Who are not Citizens of the United States are incorporated and made a part of this agreement.

City of Fort Smith
Mr. Steve Parke
February 1, 2016
Page 4 of 5

SHANNON & WILSON, INC.

OUR SERVICE PROMISE TO YOU

Shannon & Wilson is dedicated to helping your project succeed and to making your experience with us a positive one. Our hope is that, if you enjoy working with us on this project, you will use our services on your next project! To that end, we want you to be completely satisfied with our performance, our personnel, and our project documentation. We encourage you to discuss any discrepancies between our service and your expectations with your project manager. If you still do not feel that we are delivering on our promise of superior service, we encourage you to take your concerns straight to our Saint Louis Office Manager, Tom Abkemeier. Tom's direct number is (314) 564-8109. Your project is important to us and we promise to do our best to deliver our services to your full satisfaction.

If this proposal meets with your approval, please sign in the space provided below and return one signed copy of this letter, which will serve as your authorization for us to proceed with the stated work. If you will be issuing a purchase order or other contracting documents, please reference this proposal.

If you have any questions regarding this proposal or desire to modify the scope of work, please call me. We appreciate your continued confidence in Shannon & Wilson, Inc.

Sincerely,

SHANNON & WILSON, INC.



Michael Lambert, P.E.
Senior Associate

MTL:TJA/tad

Enc: Job Cost Estimate – East Landslide
Standard Rate Schedule
Standard General Terms and Conditions (All Purpose)
City of Fort Smith Policy Regarding Workers Who are not Citizens of the United States

City of Fort Smith
Mr. Steve Parke
February 1, 2016
Page 5 of 5

SHANNON & WILSON, INC.

Accepted – East Landslide:

City of Fort Smith, Arkansas

By

Title

Date

Direct Correspondence and Billings to

Attention

City of Fort Smith Utility Department
Organization

3900 Kelley Highway
Address

Fort Smith, AR 72904
City, State, & Zip

E-mail Address

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JOB COST ESTIMATE
Lake Fort Smith East Landslide

Proposal Number
41-1-35597-011

SCOPE: 2 slides, topographic surveys, remediation design, draft and final report for each slide

DRILLING - None Included

Mobilization (Includes One Call)	_____ Each @	\$280.00 PER EACH	\$0.00
Site Preparation/Setup	_____ Each @	\$772.00 PER EACH	\$0.00
Soil Auger	_____ Feet @	\$14.00 PER FOOT	\$0.00
Standard Penetration Tests	_____ Each @	\$15.00 PER EACH	\$0.00
Shelby Tubes	_____ Each @	\$30.00 PER EACH	\$0.00
Additional SPT's	_____ Each @	\$15.00 PER EACH	\$0.00
Standby / Difficult Setup	_____ Hours @	\$200.00 PER HOUR	\$0.00
		SUBCONTRACT TOTAL	\$0.00
		7% MARKUP	\$0.00
		DRILLING TOTAL	\$0.00

Survey - MWC

Set Aerial Targets	_____ 18 Hours @	\$160.00 PER HOUR	\$2,880.00
On Ground Topo	_____ 45 Hours @	\$160.00 PER HOUR	\$7,200.00
Aerial Topography			\$4,950.00
Engineer	_____ 40 Hours @	\$149.00 PER HOUR	\$5,960.00
Professional Land Surveyor	_____ 30 Hours @	\$122.00 PER HOUR	\$3,660.00
Drafting	_____ 40 Hours @	\$70.00 PER HOUR	\$2,800.00
Mileage	_____ 1000 Miles @	\$0.54 PER MILE	\$540.00
		SUBCONTRACT TOTAL	\$27,990.00
		7% MARKUP	\$1,959.30
		DRILLING TOTAL	\$29,949.30

SHANNON & WILSON FIELD COSTS - Performed Consecutively with West Side

Sr. Geologist	_____ 8 Hours @	\$138.00 PER HOUR	\$1,104.00
Travel (mileage)	_____ 462 Miles @	\$0.75 PER MILE	\$346.50
Travel (time)	_____ 6 Hours @	\$138.00 PER HOUR	\$828.00
Per Diem	_____ 1 Days @	\$151.00 PER DAY	\$151.00
Equipment Cost/Rental	_____		\$0.00
		FIELD SUBTOTAL	\$2,429.50

LABORATORY TESTING - None Included

Moisture Content	_____ Tests @	\$5.00 PER TEST	\$0.00
Liquid and Plastic Limit	_____ Tests @	\$70.00 PER TEST	\$0.00
Clay Fraction / Hydrometer	_____ Tests @	\$125.00 PER TEST	\$0.00
		LABORATORY SUBTOTAL	\$0.00

JANUARY 11, 2016 SITE VISIT & INITIAL REVIEW - Scott Garbs - 1/2 of Total

Senior Associate - Lambert	_____ 1 Hours @	\$173.00 PER HOUR	\$173.00
Sr. Professional III - Garbs	_____ 6 Hours @	\$138.00 PER HOUR	\$828.00
Travel (mileage)	_____ 395 Miles @	\$0.75 PER MILE	\$296.25
Travel (time)	_____ 6 Hours @	\$138.00 PER HOUR	\$828.00
Per Diem	_____ 0 Days @	\$151.00 PER DAY	\$0.00
Equipment Cost/Rental	_____ 0		\$0.00
		FIELD SUBTOTAL	\$2,125.25

GENERAL & PROJECT MANAGEMENT - 1/2 of Total

Senior Associate - Lambert	_____ 4 Hours @	\$173.00 PER HOUR	\$692.00
Sr. Professional III - Garbs	_____ 4 Hours @	\$138.00 PER HOUR	\$552.00
Accounting	_____ 1 Hours @	\$70.00 PER HOUR	\$70.00
Clerical	_____ 1 Hours @	\$70.00 PER HOUR	\$70.00
		SUBTOTAL	\$1,384.00

EXISTING SUBSURFACE DATA REVIEW

Senior Vice President - Groves	_____ 1 Hours @	\$220.00 PER HOUR	\$220.00
Senior Associate - Lambert	_____ 1 Hours @	\$173.00 PER HOUR	\$173.00
Sr. Professional III - Garbs	_____ 6 Hours @	\$138.00 PER HOUR	\$828.00
		SUBTOTAL	\$1,221.00

SLIDE ANALYSIS AND DEVELOPMENT OF REMEDIATION OPTIONS

Senior Vice President - Groves	_____ 2 Hours @	\$220.00 PER HOUR	\$440.00
Vice President	_____ Hours @	\$200.00 PER HOUR	\$0.00
Senior Associate - Lambert	_____ 12 Hours @	\$173.00 PER HOUR	\$2,076.00
Sr. Professional III - Garbs	_____ 8 Hours @	\$138.00 PER HOUR	\$1,104.00
Engineer IV	_____ Hours @	\$95.00 PER HOUR	\$0.00
		SUBTOTAL	\$3,620.00

DRAFT REPORT

Senior Vice President - Groves	_____ 1 Hours @	\$220.00 PER HOUR	\$220.00
Vice President	_____ 0.5 Hours @	\$200.00 PER HOUR	\$100.00
Senior Associate - Lambert	_____ 6 Hours @	\$173.00 PER HOUR	\$1,038.00
Sr. Professional III - Garbs	_____ 8 Hours @	\$138.00 PER HOUR	\$1,104.00
Drafting	_____ 3 Hours @	\$100.00 PER HOUR	\$300.00
Clerical	_____ 2 Hours @	\$70.00 PER HOUR	\$140.00
Postage, Color Photos, etc.	_____ 20		\$20.00
		SUBTOTAL	\$2,922.00

FINAL REPORT

Senior Associate - Lambert	_____ 2 Hours @	\$173.00 PER HOUR	\$346.00
Sr. Professional III - Garbs	_____ 2 Hours @	\$138.00 PER HOUR	\$276.00
Clerical	_____ 1 Hours @	\$70.00 PER HOUR	\$70.00
Postage, Color Photos, etc.	_____ 20		\$20.00
		SUBTOTAL	\$712.00

Contingency .0 % \$0.00

PROJECT TOTAL \$44,363.05

February 1, 2016

Mr. Steve Parke
City of Fort Smith
P.O. Box 1908
Fort Smith, Arkansas 72901

**RE: PROPOSAL FOR LANDSLIDE REMEDIATION DESIGN
WEST SLIDE – ABOVE AUXILIARY SPILLWAY
LAKE FORT SMITH
CITY OF FORT SMITH, ARKANSAS**

Dear Mr. Parke:

In response to your request of January 14, 2016 Shannon & Wilson, Inc. (SW), is pleased to submit this proposal for landslide remediation design for the landslide above the auxiliary spillway that occurred in late December of last year in the area of the new Lake Fort Smith Dam.

PROJECT DESCRIPTION

We understand that the landslide formed in the area just upstream of the dam following heavy rains in late December 2015. During the three day period from December 27 through 29 a total of 7.9 inches of rainfall was recorded at the dam location. The total rainfall for 2015 was 78.0 inches which is approximately 171% of the average annual rainfall for the area.

The slide is located on the west side of the dam between Highway 71 and the auxiliary spillway. Total movement of the slide appears to be less than a few feet with movement near the crest of the slope being a couple of inches. The width of the slide parallel to the slope is approximately 150 feet. There is a water main passing through this area that appears to be within the upper portion of the slide mass.

2043 WESTPORT CENTER DRIVE
ST. LOUIS, MISSOURI 63146-3564
314-699-9660 FAX: 314-699-9661
TDD 1-800-833-6388
www.shannonwilson.com

41-2-23829

SCOPE OF WORK

General

On January 11, 2016 at the request of the City of Fort Smith, Mr. Scott Garbs of Shannon & Wilson visited the location of the slide with representatives of the City and Mickle Wagner Coleman (MWC). This scope of work was developed based on our observations during the site visit and our previous work at the site.

As noted above, the slide began following a three day period of heavy rainfall. We understand that a disaster declaration has been made for Crawford County and that the City may submit for reimbursement or partial reimbursement of costs associated with repair of the slide. Shannon & Wilson will provide whatever assistance is requested by the City in the pursuit of this reimbursement.

As requested by the City, this scope of work does not include the preparation of plans and specifications for slide remediation. A detailed discussion of our anticipated services is discussed in the following sections. The topographic survey discussed in the following sections would be performed by MWC.

West Slide

Based on our observations, the slide appears to be occurring between shale Units AA/GG and sandstone Unit A. These unit names are consistent with those used during construction of the new dam. At the toe of the slide the sandstone Unit A is exposed so the depth of the slide below existing grade is effectively zero. While the depth to the slide is unknown at other locations, based on existing borings at about the same elevation as the slide scarp, the slide depth is expected to be about 20 feet. The water line is located within a few feet of the current ground cracks, which define the slide scarp. The water line may or may not be moving depending on the relative depth of the water line to the slide. That is, it is unknown if the ground cracks defining the scarp pass above or below the actual water line pipe.

Slide Monitoring

We recommend that a three point monitoring system be installed at a couple of locations to determine the amount of ongoing movement of the slide. We previously provided information

on this system to the City and suggest that the system be installed and monitored by the City as soon as possible. Until the slide is repaired readings should be obtained at least twice a week, and daily following rain events greater than 0.5 inch for a minimum of three days, or daily in the event movement is detected. We recommend that the data be sent to us for analysis.

If slide movement causes a rupture of the water line the ensuing slide movement could affect Highway 71. To further reduce the chance of damaging Highway 71 and exacerbating the slope instability we recommend that the City set up a system that can detect a water line rupture in real time, in order to quickly stop the water flow through the breach.

Survey

A topographic survey of the current conditions will be undertaken. Specific items to be included in the survey include the existing ground cracks (landslide scarp), the location of the water line, toe of the slide, the edge of Highway 71, and the area between the slide and Highway 71. A Shannon & Wilson geologist will work with the MWC survey crew to identify specific geologic features to be picked up.

Subsurface Explorations

Concurrent with the survey we will review our existing geologic information for the area of the slide and collect additional subsurface information at the location of the slide. We propose to drill two new borings extended to the sandstone which is anticipated being about 25 feet below existing grade. It is our opinion that these borings are needed to evaluate the conditions at the critical water line location. The borings will be sampled on a variable spacing depending on materials encountered via split spoon samples. Limited laboratory testing is anticipated.

Specifically, the explorations will be sampled via standard penetration tests at 2.5 to 5.0 foot centers throughout. If materials that can be sampled via Shelby tube are encountered, tubes will be pushed at locations selected in the field. Laboratory testing is expected to be limited to moisture contents, liquid and plastic limits, and clay fraction tests.

Analysis and Reporting

Following the survey and subsurface explorations, the conditions will be analyzed by a geotechnical engineer to determine possible remediation options. Options considered likely at this time include a rock buttress located in the lower 1/3 of the slide and a soldier pile or drilled shaft wall located near the top of the slide. Following analysis of repair options determined to be appropriate for the conditions, a brief summary report will be submitted documenting the options considered and the recommended option(s). This report will include sketches showing the recommended remediation option(s) and the site survey prepared by MWC. We will submit a draft version of this report for the City's use and review prior to issuing a final report. Construction plans and specifications will not be prepared as part of this scope of work.

SCHEDULE

We expect that about 2 weeks will be required for the topographic survey and the borings. Our review of conditions and development of remediation options along with preparation of the draft report is expected to take 2 to 3 weeks. Assuming that additional field work is not required, the final report will be submitted within 1 week of receiving any comments on the draft report.

CONTRACT AGREEMENT

We will provide the services as described above on a unit price basis in accordance with the attached Job Cost Estimate. The estimated fee is summarized in the following table. This is our best estimate of the fee and the actual fee may be higher or lower. The recommended minimum budget includes approximately a 15% contingency, you may wish to include a higher or lower contingency.

ESTIMATED FEE

Landslide	Estimated Fee	Minimum Recommended Budget
West Slide	\$48,066	\$55,300

The attached Shannon & Wilson, Inc., Standard Terms and Conditions and City of Fort Smith Policy Regarding Workers Who are not Citizens of the United States are incorporated and made a part of this agreement.

City of Fort Smith
Mr. Steve Parke
February 1, 2016
Page 5 of 6

SHANNON & WILSON, INC.

OUR SERVICE PROMISE TO YOU

Shannon & Wilson is dedicated to helping your project succeed and to making your experience with us a positive one. Our hope is that, if you enjoy working with us on this project, you will use our services on your next project! To that end, we want you to be completely satisfied with our performance, our personnel, and our project documentation. We encourage you to discuss any discrepancies between our service and your expectations with your project manager. If you still do not feel that we are delivering on our promise of superior service, we encourage you to take your concerns straight to our Saint Louis Office Manager, Tom Abkemeier. Tom's direct number is (314) 564-8109. Your project is important to us and we promise to do our best to deliver our services to your full satisfaction.

If this proposal meets with your approval, please sign in the space provided below and return one signed copy of this letter, which will serve as your authorization for us to proceed with the stated work. If you will be issuing a purchase order or other contracting documents, please reference this proposal.

If you have any questions regarding this proposal or desire to modify the scope of work, please call me. We appreciate your continued confidence in Shannon & Wilson, Inc.

Sincerely,

SHANNON & WILSON, INC.



Michael Lambert, P.E.
Senior Associate

MTL:TJA/tad

Enc: Job Cost Estimate – West Landslide
Standard Rate Schedule
Standard General Terms and Conditions (All Purpose)
City of Fort Smith Policy Regarding Workers Who are not Citizens of the United States

City of Fort Smith
Mr. Steve Parke
February 1, 2016
Page 6 of 6

SHANNON & WILSON, INC.

Accepted – West Landslide:

City of Fort Smith, Arkansas

By

Title

Date

Direct Correspondence and Billings to

Attention

City of Fort Smith Utility Department
Organization

3900 Kelley Highway
Address

Fort Smith, AR 72904
City, State, & Zip

E-mail Address

JOB COST ESTIMATE
Lake Fort Smith West Landslide

Proposal Number
41-1-35597-011

SCOPE: topographic survey, remediation design, draft and final report

DRILLING -

Mobilization (Includes One Call)	1 Each @	\$280.00 PER EACH	\$280.00
Site Preparation/Setup	1 Each @	\$772.00 PER EACH	\$772.00
Soil Auger	50 Feet @	\$14.00 PER FOOT	\$700.00
Standard Penetration Tests	20 Each @	\$15.00 PER EACH	\$300.00
Shelby Tubes	0 Each @	\$30.00 PER EACH	\$0.00
Additional SPTs	6 Each @	\$15.00 PER EACH	\$90.00
Standby / Difficult Setup	Hours @	\$200.00 PER HOUR	\$0.00
SUBCONTRACT TOTAL			\$2,142.00
7% MARKUP			\$149.94
DRILLING TOTAL			\$2,291.94

Survey - MWC

Set Aerial Targets	18 Hours @	\$160.00 PER HOUR	\$2,880.00
On Ground Topo	36 Hours @	\$160.00 PER HOUR	\$5,760.00
Aerial Topography			\$1,500.00
Remove Vegetation & Hydroseed			\$3,700.00
Engineer	20 Hours @	\$149.00 PER HOUR	\$2,980.00
Professional Land Surveyor	15 Hours @	\$122.00 PER HOUR	\$1,830.00
Drafting	60 Hours @	\$70.00 PER HOUR	\$4,200.00
Mileage	400 Miles @	\$0.54 PER MILE	\$216.00
SUBCONTRACT TOTAL			\$23,066.00
7% MARKUP			\$1,614.62
DRILLING TOTAL			\$24,680.62

SHANNON & WILSON FIELD COSTS - Drilling and Survey Performed Consecutively

Sr. Geologist	13.5 Hours @	\$138.00 PER HOUR	\$1,863.00
Travel (mileage)	522 Miles @	\$0.75 PER MILE	\$391.50
Travel (time)	6 Hours @	\$138.00 PER HOUR	\$828.00
Per Diem	3 Days @	\$151.00 PER DAY	\$453.00
Equipment Cost/Rental			\$0.00
FIELD SUBTOTAL			\$3,535.50

LABORATORY TESTING

Moisture Content	26 Tests @	\$5.00 PER TEST	\$130.00
Liquid and Plastic Limit	6 Tests @	\$70.00 PER TEST	\$420.00
Clay Fraction / Hydrometer	6 Tests @	\$125.00 PER TEST	\$750.00
LABORATORY SUBTOTAL			\$1,300.00

JANUARY 11, 2016 SITE VISIT & INITIAL REVIEW - Scott Garbs - 1/2 of Total

Senior Associate - Lambert	1 Hours @	\$173.00 PER HOUR	\$173.00
Sr. Professional III - Garbs	6 Hours @	\$138.00 PER HOUR	\$828.00
Travel (mileage)	395 Miles @	\$0.75 PER MILE	\$296.25
Travel (time)	6 Hours @	\$138.00 PER HOUR	\$828.00
Per Diem	0 Days @	\$151.00 PER DAY	\$0.00
Equipment Cost/Rental	0		\$0.00
FIELD SUBTOTAL			\$2,125.25

GENERAL & PROJECT MANAGEMENT - 1/2 of Total

Senior Associate - Lambert	4 Hours @	\$173.00 PER HOUR	\$692.00
Sr. Professional III - Garbs	4 Hours @	\$138.00 PER HOUR	\$552.00
Accounting	1 Hours @	\$70.00 PER HOUR	\$70.00
Clerical	1 Hours @	\$70.00 PER HOUR	\$70.00
SUBTOTAL			\$1,384.00

EXISTING SUBSURFACE DATA REVIEW

Senior Vice President - Groves	1 Hours @	\$220.00 PER HOUR	\$220.00
Senior Associate - Lambert	1 Hours @	\$173.00 PER HOUR	\$173.00
Sr. Professional III - Garbs	8 Hours @	\$138.00 PER HOUR	\$1,104.00
SUBTOTAL			\$1,497.00

SLIDE ANALYSIS AND DEVELOPMENT OF REMEDIATION OPTIONS

Senior Vice President - Groves	2 Hours @	\$220.00 PER HOUR	\$440.00
Vice President	2 Hours @	\$200.00 PER HOUR	\$400.00
Senior Associate - Lambert	24 Hours @	\$173.00 PER HOUR	\$4,152.00
Sr. Professional III - Garbs	10 Hours @	\$138.00 PER HOUR	\$1,380.00
Engineer IV	4 Hours @	\$95.00 PER HOUR	\$380.00
SUBTOTAL			\$6,752.00

DRAFT REPORT

Senior Vice President - Groves	2 Hours @	\$220.00 PER HOUR	\$440.00
Vice President	0.5 Hours @	\$200.00 PER HOUR	\$100.00
Senior Associate - Lambert	8 Hours @	\$173.00 PER HOUR	\$1,384.00
Sr. Professional III - Garbs	8 Hours @	\$138.00 PER HOUR	\$1,104.00
Drafting	6 Hours @	\$100.00 PER HOUR	\$600.00
Clerical	2 Hours @	\$70.00 PER HOUR	\$140.00
Postage, Color Photos, etc.	20		\$20.00
SUBTOTAL			\$3,788.00

FINAL REPORT

Senior Associate - Lambert	2 Hours @	\$173.00 PER HOUR	\$346.00
Sr. Professional III - Garbs	2 Hours @	\$138.00 PER HOUR	\$276.00
Clerical	1 Hours @	\$70.00 PER HOUR	\$70.00
Postage, Color Photos, etc.	20		\$20.00
SUBTOTAL			\$712.00

Contingency 0% \$0.00

PROJECT TOTAL \$48,066.31

**2016 STANDARD RATE SCHEDULE
SAINT LOUIS, MISSOURI**

Selected Standard Laboratory Tests (Per Each)

Soil and Aggregate

Visual Classification of Tube.....	\$ 50.00
Natural Moisture Content.....	5.00
Unit Weight	
Extruded Sample.....	30.00
Irregular Sample.....	70.00
Atterberg Liquid & Plastic Limits.....	70.00
Gradation	
Dry Sieve, Fine Aggregate.....	70.00
Dry Sieve, Coarse Aggregate.....	90.00
Wash Sieve Analysis.....	85.00
Combined Analysis.....	175.00
Percent Passing No. 200 Sieve.....	45.00
Hydrometer.....	125.00
pH.....	30.00
Resistivity.....	125.00
Clay Lumps & Shales.....	80.00
Coal & Lignite.....	80.00
L.A. Abrasion.....	400.00
Sulfate Soundness up to 5 cycles.....	300.00
Organic Content.....	80.00
Specific Gravity of Soil.....	80.00
Specific Gravity of Aggregate.....	120.00
Strength	
Unconfined Compression.....	70.00
Q Triaxial single pt.....	100.00
R Triaxial, single pt.....	350.00
S Triaxial, single pt.....	480.00
Consolidation	
Normal Loading.....	400.00
Swell Pressure/Free Swell.....	300.00
Compaction	
Standard, Method A or B.....	300.00
Standard, Method C.....	325.00
Modified, Method A or B.....	300.00
Modified, Method C.....	325.00
Relative Density.....	420.00
California Bearing Ratio 1 pt.....	250.00
California Bearing Ratio 3 pts.....	500.00
Permeability (Up to 7 Days)	
Solid Wall, Constant Head.....	160.00
Flexible Wall w/Back Pressure Saturation.....	320.00

Concrete and Asphalt

Concrete and asphalt testing is subcontracted to a local laboratory at competitive prices.

Please call for rates for specific projects, nonstandard testing procedures, or for testing not listed above.

Field Services (Portal to Portal, Per Hour)

Fill Control w/Nuclear Density Meter.....	\$ 62.00
(All Inclusive)	
Concrete Slump, Air, and Cylinders.....	62.00
Pick Up of Concrete Cylinders.....	62.00
Footing Inspection.....	100.00
Deep Foundation Inspection/Pier.....	100.00
Deep Foundation Inspection/Pile.....	100.00
Travel, per mile.....	0.75

Professional Engineers/Scientists (Per Hour)

Senior Officers.....	\$ 220.00
Vice Presidents.....	200.00
Staff Consultants.....	as quoted
Senior Associates.....	173.00
Associates.....	165.00
Senior Professional III.....	138.00
Senior Professional II.....	120.00
Senior Professional I.....	110.00
Level IV.....	95.00
Level III.....	85.00
Level II.....	70.00
Level I.....	67.00

Technical/Drafting/Administrative (Per Hour)

Seniors.....	\$ 80.00
Level IV.....	75.00
Level III.....	65.00
Level II.....	60.00
Level I.....	55.00
Clerical.....	70.00

Subcontractor and Reimbursable Expenses

Subcontractor and reimbursable expenses will be billed at cost plus 15 percent.

* * *

These rates are for services provided by the St. Louis, MO office of Shannon & Wilson for the current fiscal year (FY). At the end of each FY (December 31), rates will be reviewed and adjusted for the next fiscal year.

Rates apply to part-time, on-call services. Other rates may be negotiated depending upon work scope and duration.

Shannon & Wilson does not charge a premium for overtime work.



Date: February 1, 2016

To: Mr. Steve Parke

Re: Proposal

STANDARD GENERAL TERMS AND CONDITIONS

ARTICLE 1 – SERVICES OF SHANNON & WILSON

Shannon & Wilson’s scope of work (“Services”) shall be limited to those Services expressly set forth in its Proposal and is subject to the terms and conditions set forth herein.

Shannon & Wilson shall procure and maintain all business and professional licenses and registrations necessary to provide its Services. Upon Client’s request (and for additional Compensation, if not already included in Shannon & Wilson’s Proposal), Shannon & Wilson shall assist Client in attempting to obtain, or on behalf of Client and in Client’s name attempt to obtain, those permits and approvals required for the project for which Shannon & Wilson’s Services are being rendered.

Client acknowledges, depending on field conditions encountered and subsurface conditions discovered, the number and location of borings, the number and type of field and laboratory tests, and other similar items, as deemed necessary by Shannon & Wilson in the exercise of due care, may need to be increased or decreased; if such modifications are approved by Client, Shannon & Wilson’s Compensation and Schedule shall be equitably adjusted.

If conditions actually encountered at the project site differ materially from those represented by Client and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the Services provided for in Shannon & Wilson’s scope of Services, Shannon & Wilson’s Compensation and Schedule shall be equitably adjusted.

Without increasing the Services, compensation (“Compensation”), or schedule (“Schedule”) contained in Shannon & Wilson’s Proposal, Shannon & Wilson may employ such subcontractors as Shannon & Wilson deems necessary to assist in furnishing its Services.

If Shannon & Wilson’s scope of Services is increased or decreased by Client, Shannon & Wilson’s Compensation and Schedule shall be equitably adjusted.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

Shannon & Wilson shall perform its Services in accordance with the Schedule set forth in its Proposal.

If Shannon & Wilson’s Proposal sets forth specific periods of time for rendering Services, or specific dates by which Services are to be completed, and such periods of time or dates are extended or delayed through no fault of Shannon & Wilson, Shannon & Wilson’s Compensation and Schedule shall be equitably adjusted.

If Shannon & Wilson’s Schedule is accelerated by Client, Shannon & Wilson’s Compensation shall be equitably adjusted.

ARTICLE 3 – PAYMENTS TO SHANNON & WILSON

Invoices shall be prepared in accordance with Shannon & Wilson’s standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in Shannon & Wilson’s Proposal.

Shannon & Wilson shall not exceed the estimate contained in its Proposal without the prior written consent of Client; provided however, unless the Client authorizes additional funds in excess of the estimate contained in Shannon & Wilson’s Proposal, Shannon & Wilson shall have no obligation to continue Services on the project.

Invoices are due and payable within 30 days of receipt. If Client fails to pay Shannon & Wilson’s invoice within 30 days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30th day. In addition, Shannon & Wilson may, after giving seven (7) days written notice to Client, suspend all Services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson’s invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.

Records of Shannon & Wilson’s direct and indirect costs and expenses pertinent to its Compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson’s premises and copies provided to Client at cost.

ARTICLE 4 – CLIENT’S RESPONSIBILITIES

Client shall grant or obtain free access to the project site for all equipment and personnel necessary for Shannon & Wilson to perform its Services.

ARTICLE 5 – STANDARD OF CARE / ABSENCE OF WARRANTIES / NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR’S PERFORMANCE

Standard of Care

The standard of care for all professional Services performed or furnished by Shannon & Wilson under this Agreement shall be the skill and care ordinarily exercised by other members of Shannon & Wilson’s profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the Services were provided by Shannon & Wilson. The installation, construction, alteration, or repair of any object or structure by Shannon & Wilson shall be performed in a good and workmanlike manner in accordance with general industry standards, and conform to this Agreement.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling locations. The passage of time or intervening causes may cause the actual conditions at the sampling locations to change as well.

Interpretations and recommendations made by Shannon & Wilson shall be based solely upon information available to Shannon & Wilson at the time the interpretations and recommendations are made.

Shannon & Wilson shall be responsible for the technical accuracy of its Services, data, interpretations, and recommendations resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. Shannon & Wilson shall correct any substandard Services without additional Compensation, except to the extent that such inaccuracies are directly attributable to deficiencies in Client-furnished information.

Warranties

Shannon & Wilson makes no guarantees or warranties, express or implied, under this Agreement or otherwise, about Shannon & Wilson's professional Services.

Shannon & Wilson warrants for one (1) year from substantial completion of the Services, all goods delivered hereunder shall be new and free from defects in material or workmanship, and shall conform to the specifications, drawings, or sample(s) specified or furnished, if any, and shall be merchantable and fit for their intended purpose(s). Shannon & Wilson warrants that Shannon & Wilson has good and marketable title to all goods delivered hereunder, and that all goods delivered hereunder shall be free and clear of all claims of superior title, liens, and encumbrances of any kind.

Client-Furnished Documents

Shannon & Wilson may use requirements, programs, instructions, reports, data, and information furnished by Client to Shannon & Wilson in performing its Services under this Agreement. Shannon & Wilson may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by Client to Shannon & Wilson. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from Shannon & Wilson's reliance on Client-furnished information, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Site Damage

Shannon & Wilson shall take reasonable precautions to minimize damage to the project site, but it is understood by Client that, in the normal course of Shannon & Wilson's Services, some project site damage may occur, and the correction of such damage is not part of Shannon & Wilson Services unless so stated in Shannon & Wilson's Proposal. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from any project site damage caused by Shannon & Wilson, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Buried Structures

If there are any buried structures and/or utilities on the project site where subsurface explorations are to take place, Client shall provide Shannon & Wilson with a plan showing their existing locations. Shannon & Wilson shall contact the one-number utility locator service to request that they identify any utilities. Shannon & Wilson shall use reasonable care and diligence to avoid contact with buried structures and/or utilities as shown. Shannon & Wilson shall not be liable for any loss or damage to buried structures and/or utilities resulting from inaccuracy of the plans, or lack of plans, or errors by the locator service relating to the location of buried structures and/or utilities. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify, and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from damage to buried structures and/or utilities caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Aquifer Cross-Contamination

Despite the use of due care, unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools are advanced through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants off the project site. Because Shannon & Wilson is powerless to totally eliminate this risk despite use of due care, and because sampling is an essential element of Shannon & Wilson's Services, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from cross-contamination caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Construction Costs

If opinions of probable construction costs are included in Shannon & Wilson's Proposal, Shannon & Wilson's opinions of probable construction costs shall be made on the basis of its experience and qualifications and represent its judgment as a professional generally familiar with the industry. Opinions of probable construction costs are based, in part, on approximate quantity evaluations that are not accurate enough to permit contractors to prepare bids. Further, since Shannon & Wilson has no control over: the cost of labor, materials, equipment, or work furnished by others; the contractor's actual or proposed construction methods or methods of determining prices; competitive bidding; or market conditions, Shannon & Wilson cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of the components of probable construction cost prepared by Shannon & Wilson. If Client or any contractor wishes greater assurance as to probable construction cost, Client or contractor shall employ an independent cost estimator.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of checking for general overall conformance with Shannon & Wilson's design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. Shannon & Wilson's review shall be conducted with reasonable promptness while allowing sufficient time, in Shannon & Wilson's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that Shannon & Wilson has reviewed the entire assembly of which the item is a component. Shannon & Wilson shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of Shannon & Wilson by the contractor in writing.

Construction Observation

If construction observation is included in Shannon & Wilson's Proposal, Shannon & Wilson shall visit the project site at intervals Shannon & Wilson deems appropriate, or as otherwise agreed to in writing by Client and Shannon & Wilson, in order to observe and keep Client generally informed of the progress and quality of the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow Shannon & Wilson, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with Shannon & Wilson's general overall design concept.

Shannon & Wilson's authority shall be limited to observing, making technical comments regarding general overall compliance with Shannon & Wilson's design concept, and rejecting any work which it becomes aware of that does not comply with Shannon & Wilson's general overall design concept. Shannon & Wilson's acceptance of any non-conforming work containing latent defects or failure to reject any non-conforming Services not inspected by Shannon & Wilson shall not impose any liability on Shannon & Wilson or relieve any contractor from complying with their contract documents. All construction contractors shall be solely responsible for construction site safety, the quality of their work, and adherence to their contract documents. Shannon & Wilson shall have no authority to direct any contractor's actions or stop any contractor's work.

If Shannon & Wilson is not retained to provide construction observation of the implementation of its design recommendations, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson, and indemnify and hold Shannon & Wilson harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of Shannon & Wilson's design recommendations, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subcontractors and employees, Shannon & Wilson shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incident to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of Shannon & Wilson is present at the project site performing his/her duties. Notwithstanding anything to the contrary, Shannon & Wilson shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by Shannon & Wilson shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance. Any direction provided by Shannon & Wilson shall be deemed solely to ensure the contractor's general overall compliance with Shannon & Wilson's design concept.

No Responsibility for Contractor's Performance

Except for its own subcontractors and employees, Shannon & Wilson shall not be responsible for safety precautions, the quality of any contractor's work, or any contractor's failure to furnish or perform their work in accordance with their contract documents.

Except Shannon & Wilson's own employees and its subcontractors, Shannon & Wilson shall not: be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other persons at the project site, or otherwise furnishing or performing any work; or for any decision based on interpretations or clarifications of Shannon & Wilson's design concept given without the consultation and concurrence of Shannon & Wilson.

Approval of Contractor's Applications for Payment

If approval of a contractor's applications for payment are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review the amounts due the contractor and issue a recommendation about payment to Client. Shannon & Wilson's review and approval shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by Shannon & Wilson that to the best of the Shannon & Wilson's knowledge, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: Shannon & Wilson has made an exhaustive check or a detailed or continuous inspection check of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 6 – CONFIDENTIALITY AND USE OF DOCUMENTS

Confidentiality

Shannon & Wilson agrees to keep confidential and to not disclose to any person or entity (other than Shannon & Wilson's employees and subcontractors), without the prior consent of Client, all information furnished to Shannon & Wilson by Client or learned by Shannon & Wilson as a result of its Services on the project; provided however, that these provisions shall not apply to information that: is in the public domain through no fault of Shannon & Wilson; was previously known to Shannon & Wilson; or was independently acquired by Shannon & Wilson from third-parties who were under no obligation to Client to keep said information confidential. This paragraph shall not be construed to in any way restrict Shannon & Wilson from making any disclosures required by law. Client agrees that Shannon & Wilson may use and publish Client's name and a general description of Shannon & Wilson's Services with respect to the project in describing Shannon & Wilson's experience and qualifications to others.

Copyrights and Patents – Shannon & Wilson shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of any claims that any goods or Services furnished by Shannon & Wilson infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by Shannon & Wilson are instruments of service with respect to the project, and Shannon & Wilson shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

All reports, documents, plans, drawings, specifications or other written material (hereinafter called Written Products) as well as electronically prepared models of any part of the Owner's infrastructure (hereinafter called Models) prepared by Engineer under this Agreement will be considered works made for hire, and shall be considered joint property of the Owner and Engineer upon completion of the services or termination of the Agreement and payment in full of all monies due to Engineer. Engineer may retain copies of such Written Products and Models developed under this Agreement as desired, but no such Written Products and/or Models shall be the subject of copyright application by Engineer.

Shannon & Wilson grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by Shannon & Wilson for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, after the passage of time, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by Shannon & Wilson, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract. Any verification or adaptation of the documents for extensions of the project or for any other project by Shannon & Wilson shall entitle Shannon & Wilson to additional Compensation to be agreed upon by Client and Shannon & Wilson.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or

derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving an electronic file agrees that it shall perform acceptance tests or procedures within 60 days after its receipt, after which, unless notice of any errors are given in writing to the delivering party, the receiving party shall be deemed to have accepted the data thus transferred. Any errors reported within the 60-day acceptance period shall be corrected by the party delivering the electronic files at their sole expense. Shannon & Wilson shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.

When transferring documents in electronic media format, neither Client nor Shannon & Wilson makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

ARTICLE 7 - INSURANCE

Shannon & Wilson shall purchase and maintain during the term of this Agreement, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual aggregate Bodily Injury/Property Damage Combined Single Limit including Blanket Contractual Liability, Broad Form Products and Completed Operations, Explosion/Collapse/Underground (XCU) Exposures, and Washington Stop Gap coverage.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$10,000,000 Bodily Injury/Property Damage combined Single Limit in excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation - Statutory in monopolistic states and \$500,000 per accident/\$500,000 per disease/\$500,000 disease policy aggregate Employers' Liability in non-monopolistic including if applicable, U.S. Longshore & Harbor Workers coverage.

Professional Liability - \$5,000,000 per claims/\$5,000,000 annual aggregate for professional errors and omissions including Pollution Liability coverage.

If requested in writing by Client, Shannon & Wilson shall name Client as an additional insured on its Commercial General Liability policy.

If requested in writing by Client, Shannon & Wilson shall deliver to Client certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of Shannon & Wilson's Services.

Client shall cause Shannon & Wilson and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by Client that is applicable to the project.

Client shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Builder's Risk, Automobile Liability, Workers compensation, and Employers Liability insurance, with limits no less than set forth above, and to cause Shannon & Wilson and its subcontractors to be listed as additional insureds on the Commercial General Liability insurance. Client shall require the project owner include the substance of this paragraph in the prime construction contract.

All insurance policies required under this Article shall contain a waiver of subrogation.

ARTICLE 8 - HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

Client has disclosed to Shannon & Wilson all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material, if any, located at or near the project site, including its type, quantity, and location, or has represented to Shannon & Wilson that, to the best of Client's knowledge, no hazardous environmental conditions exist at or near the project site.

If any hazardous environmental condition is encountered or believed to exist, Shannon & Wilson shall notify Client and, to the extent required by applicable laws and regulations, the project site owner, and appropriate governmental officials.

Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances

All substances on, in, or under the project site, or obtained from the project site as samples or as byproducts (e.g., drill cuttings and fluids) of the sampling process are the project site owner's property. Shannon & Wilson shall preserve such samples for forty-five (45) calendar days after Shannon & Wilson's issuance to Client of the final instrument of service that relates to the data obtained from them. Shannon & Wilson shall dispose of all non-hazardous samples and sampling process byproducts in accordance with applicable law; provided however, any samples or sampling process byproducts that are, or are believed to be, affected by regulated contaminants shall be packaged by Shannon & Wilson in accordance with applicable law, and turned over to Client or left on the project site. Shannon & Wilson shall not transport store, treat, dispose of, or arrange for the transportation, storage, treatment, or disposal of, any substances known, believed, or suspected to be affected by regulated contaminants, nor shall Shannon & Wilson subcontract for such activities.

Shannon & Wilson shall, at Client's request (and for additional Compensation, if not already included in Shannon & Wilson's Proposal), help Client or the project site owner identify appropriate alternatives for transportation, storage, treatment, or disposal of such substances, but Shannon & Wilson shall not make any independent determination about the selection of a transportation, storage, treatment, or disposal facility.

Client or the project site owner shall sign all manifests for the transportation, storage, treatment, or disposal of substances affected by regulated contaminants; provided however, notwithstanding any other provisions of this Agreement to the contrary, if Client directs Shannon & Wilson, Shannon & Wilson's employees, or Shannon & Wilson's agents to sign such manifests and/or to hire for Client or the project site owner a contractor to transport store, treat, or dispose of the contaminated substances, Shannon & Wilson shall do so only as Client's disclosed agent.

Contaminated Equipment and Consumables

Client shall reimburse Shannon & Wilson for the cost of decontaminating field or laboratory equipment that is contaminated by regulated materials encountered at the project site and for the cost of disposal and replacement of contaminated consumables. In some instances, the cost of decontamination may exceed the fair market value of the equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment. In such instances, Shannon & Wilson will notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and Shannon & Wilson will enter into a specific agreement for that purpose. Any equipment that cannot be decontaminated shall be considered a consumable.

Client's Liability for Hazardous or Toxic Materials

Except to the extent caused by Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract, and only to the maximum extent permitted by law, Client shall: indemnify and hold harmless Shannon & Wilson, its subcontractors and their partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the arrangement for and/or ownership, operation, generation, labeling, transportation, storage, disposal, treatment, release, or threatened release of any hazardous or toxic materials, as defined by CERCLA, MTCA, or similar federal, state, or local environmental laws, on and/or from the project site.

ARTICLE 9 - ALLOCATION OF RISK**Indemnification of Client**

To the maximum extent permitted by law, Shannon & Wilson shall: indemnify and hold harmless Client, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the negligent or wrongful acts, errors, or omissions, or breach of contract or warranty express or implied, by Shannon & Wilson or any of its subcontractors; but only to the extent of Shannon & Wilson's and its subcontractor's relative degree of fault. In furtherance of these obligations, and only with respect to Client, its appointed and elected officials, partners, officers, directors, employees and agents, Shannon & Wilson waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. Shannon & Wilson acknowledges that this waiver of immunity was mutually negotiated.

Limitation on Shannon & Wilson's Liability for Damages**A. Total Liability for Damages Limited to Insurance Proceeds**

Notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability for damages, in the aggregate, under this Agreement of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents and, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the project or this Agreement, shall be limited to the insurance proceeds payable on behalf of or to Shannon & Wilson by any insurance policies applicable thereto. If you are unwilling or unable to limit our liability for damages in this manner, we will negotiate this limitation and its associated impact on our approach, Services, Schedule, and Compensation, with you. You must notify us in writing before we commence any of our Services of your intention to negotiate this limitation and its associated impact on our approach, Services, Schedule, and Compensation. Absent your prior written notification to the contrary, we will proceed on the basis that our total liability for damages is limited as set forth above.

B. Professional Liability for Damages Limited to \$50,000 or 10% of Fee

With respect to professional errors or omissions only, notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total professional liability for damages, in the aggregate, under this Agreement of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the professional errors or omissions of Shannon & Wilson, its subcontractors, or their partners, officers, directors, employees, agents or, or any of them, shall be capped in the aggregate total amount of \$50,000.00, or ten percent (10%) of the total Compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater. If you are unwilling or unable to limit our professional liability for damages to these sums, we will negotiate the amount of this limitation and its associated impact on our approach, Services, Schedule, and Compensation, with you. You must notify us in writing before we commence any of our Services of your intention to negotiate the amount of this limitation and its associated impact on our approach, Services, Schedule, and Compensation. Absent your prior written notification to the contrary, we will proceed on the basis that our total professional liability for damages is limited to \$50,000.00 or ten percent (10%) of the total Compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater.

ARTICLE 10 – MISCELLANEOUS**Termination**

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. Shannon & Wilson shall be entitled to Compensation for all Services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days notice to the breaching party by the non-breaching party. Upon payment of all amounts due Shannon & Wilson, Client shall be entitled to copies of Shannon & Wilson's files and records pertaining to Services performed prior to the termination of this Agreement.

Successors, Assigns, and Beneficiaries

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor Shannon & Wilson may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Shannon & Wilson to any third-party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Client and Shannon & Wilson. There are no intended

third-party beneficiaries. Notwithstanding the foregoing, should a court find a third-party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Statutes of Limitation, Notice of Claims, Jurisdiction, Venue, Choice of Law and Alternative Dispute Resolution

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of Shannon & Wilson's Services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of Shannon & Wilson's Services under this Agreement.

This Agreement shall be construed in accordance with and governed by the laws (except choice and conflict of law provisions) of the state in which the Project is located.

Any judicial action shall be brought in the state in which the Project is located.

Attorneys' Fees

Should any dispute or claims arise out of this Agreement, whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all attachments hereto, are incorporated by reference into each other, and supercede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Severability

If any of the terms or conditions of this Agreement are found to be void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the original intent expressed in the provisions, to render it valid and enforceable. If the court is unable to reform the provisions to render it valid and enforceable, the court shall strike only that portion which is invalid or unenforceable, and this Agreement shall then be construed without reference to the void or unenforceable provisions.

POLICY REGARDING WORKERS WHO ARE NOT CITIZENS OF THE UNITED STATES

The Engineer shall keep fully informed of all federal, state and local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect those engaged or employed in the work required by the Agreement, specifically including without limitations, laws and regulations pertaining to the employment of persons who are not citizens of the United States. Further, the Engineer shall at all times observe and comply with all such laws, ordinances, regulations, quarantines, orders, and decrees and shall protect and indemnify the city of Fort Smith and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree. The Engineer shall cause similar provision to be placed in each subcontract entered into by the Engineer.

The Engineer agrees that the Engineer shall be subject to an administrative penalty of up to five hundred dollars (\$500.00) to be imposed by the City for any violation of the foregoing provisions or the required certification in the form provided in the Agreement. The Engineer shall be entitled to a due process hearing before the City Administrator if requested in writing within five (5) working days of the City's notification of potential imposition of administrative penalty.

CERTIFICATION

Engineer hereby certifies compliance with the requirements of Policy Regarding Workers Who Are Not Citizens of the United States.

BY:





MEMORANDUM

TO: Mayor and Board of Directors
FROM: Wendy Mathis, Administrative Assistant
DATE: February 10th, 2016
SUBJECT: Advertising and Promotion Commission

The Advertising and Promotion Commissioners reappointed Mr. Storm Nolan to the Advertising and Promotion Commission on January 26th, 2016.

Appointments are **by the Advertising and Promotion Commissioners and confirmed by the Board of Directors**, one appointment is needed. The term will expire December 31st, 2019.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
www.fortsmithar.gov

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ADVERTISING AND PROMOTION COMMISSION

The Advertising and Promotion Commission is authorized to administer and oversee funds received from the three percent Fort Smith lodging tax and is comprised of seven members as follows according to Arkansas Code Ann 26-75-605:

Four members of the commission shall be owners or managers of businesses in the tourism industry and shall reside in either Fort Smith or within Sebastian County. At least three (3) of these four (4) members shall be owners or managers of hotels, motels or restaurants and all of them shall staggered terms of four (4) years. Two (2) members of the commission shall be members of the governing body of the City of Fort Smith and selected by the governing body and shall serve at the will of the governing body. One (1) member of the commission shall be from the public at large who shall reside within Fort Smith or Sebastian County and shall serve for a term of four (4) years. Any vacancy in the four (4) tourism industry positions or the one (1) at large position shall be filled by appointment made by the remaining members of the commission with the approval of the Fort Smith Board of Directors. Meetings are monthly as called and are held at the Fort Smith Visitor Center, 2 North B Street, unless otherwise stated in meeting announcements.

	<u>DATE APPOINTED</u>	<u>TERM EXPIRES</u>
<u>Vacant</u>		
Tom J. Caldarera, Jr. Taliano's Italian Restaurant 211 North 14 Street (01) 785-2292 (w) www.linguinet@aol.com	11/18/14	12/31/17
Calvy Remy Owner/Manager Holiday Inn Express P.O. Box 11343 (17) 452-7500 (w) Tdremy@sbcglobal.net	03/27/13	12/31/18
Storm Nolan CSK Properties Fort Smith Hampton Inn 4320 Industrial Drive (16) 649-6909 snolan@cskhotels.com	11/18/14	12/31/15

Debra Presson Golden Corral 2422 South N Street (01) 484-1040 Debo-goldencorral@sbcglobal.net	09/15/09	12/31/16
Don Hutchings, City Director 1300 Clover Lane (08) 782-9121	01/06/15	Indefinite
Mayor Sandy Sanders 2301 Wyndermere Way (03) 784-2437 (w)	01/04/11	Indefinite



**TO: Wendy Beshears
Administration**

**FROM: Claude Legris, Director
Advertising & Promotion (A & P) Commission**

**COPY: Sandy Sanders, Chairman
A & P Commission**

DATE: February 3, 2016

REGARDING: A & P Commission Appointment

Per (page four) of the attached minutes of the January 26, 2016 meeting of the A & P, the following name is submitted for appointment to the Advertising and Promotion Commission.

Mr. Storm Nolan

Mr. Nolan is a Partner with CSK Hotels, the owners of the Fort Smith Hampton Inn and would serve a term to expire December 31, 2019. This would be his first four year term, having previously filled an unexpired term on the Commission.

Please let me know if you have any questions.

Attachments

Fort Smith Convention & Visitors Bureau

2 North B Street • Fort Smith, Arkansas 72901
479-783-8888 • 1-800-637-1477 • Fax 479-784-2421
E-Mail: tourism@fortsmith.org • URL: <http://www.fortsmith.org>

Minutes
Fort Smith A & P Commission Meeting
January 26, 2016

The January 26, 2016, A & P Commission meeting was called to order by Mayor Sandy Sanders. Commissioners present: Calvin Remy, Storm Nolan, Debra Presson, Tom Calderera. Absent: Don Hutchings

A & P Staff Present: Claude Legris, Carolyn Joyce, Russ Jester, Amy Knight and Debra Cossey. Absent: None

Fort Smith Convention Center Staff Present: Tim Seeberg, Jeremy Richey and Pat Geels.

Storm Nolan made a motion to accept the November 24, 2015, minutes with a second from Calvin Remy. The Commission passed the motion unanimously.

Financial Report

- The A & P monthly revenue for October, 2015, was \$69,376.00 a decrease of \$2,915.00 compared to same month in 2014. Monthly budget is under by \$9,562.00 at 88%. The YTD revenue total for October, 2015 was \$687,244.00 which is under budget by \$45,270.00 at 93.6%. The A & P monthly revenue for November, 2015, was \$59,376.00 an increase of \$4,064.00 compared to November, 2014. Monthly budget is under by \$4,284.00 at 93.2%. The YTD revenue total for November, 2015, was \$746,621.00 which is under budget by \$52,554.00 at 93.7%
- The A & P monthly expense for October, 2015, was \$62,152.00.00 under budget by \$4,920.00 at 92.6%. YTD expenses for October, 2015 were \$654,942.00 and under budget by \$82,439.00 at 88.8%. The A & P monthly expense for November, 2015, was \$56,965.00 over budget by \$3,319.00 at 106%. YTD expenses for November, 2015, was \$711,907.00 under budget by \$79,120.00 at 90%.
- The A & P Fund Balance as of October 31, 2015, was \$163,744.00. Variance items for October, 2015, were timing issues in Media, AR Tour Guide and State Magazine Co-op that were paid in December. The A & P Fund Balance as of November 30, 2015, was \$176,265.00. Variance items for November, 2015, were Media – Convention South budgeted in July, Special Event Subsidy – Fall Jehovah Witnesses using more space and Event Contingency budgeted in December.
- Convention Center monthly invoiced revenue for November, 2015, was \$48,403.01.00, a decrease of \$10,606.99 compared to same month in 2014 at -18%. YTD invoiced revenue through November, 2015, was \$572,272.88 an increase of \$31,268.11 at +5.78%.
- Convention Center monthly expenses for November, 2015, were \$107,024.98 a decrease of \$58,716.81 at -35.4%. YTD expenses through November, 2015, were \$1,283,197.86 a decrease of \$63,911.62 at 82.2%. .
- Convention Center Fund Balance through November, 2015, is \$229,747.00.

Tom Calderera made a motion to accept the A & P October & November and Convention Center November 2015 Financial Reports with a second from Debra Presson. The Commission passed the motion unanimously.

Director's Report

Claude Legris reported on the following:

Destination Development

- Attended two planning meetings with Western Arkansas Planning and Development District regarding design and placement of future Wayfinding directional signage program.

Administration

- Completed A & P Annual Report, 2015.
- Addressed University Rotary Club on tourism and economic benefits.
- Received word that two Fort Smith nominations for 2016 Henry Awards have been named finalists. Awards to be announced at governor's conference on Tourism in March at the Springdale conference.

Tim Seeberg reported on the following:

Public/Client Relations/Promotion:

- Presented a Convention Center update to the Fort Smith Noon Exchange Club, including a three-year summary of the event impact calculator (EIC) local economic impact totals from convention Center events.
- Spoke with Tarzan Zerbini, owner of a regional Shriners Circus outfit about his concerns over fees collected on top of their circus ticket price for a circus performance tentatively booked with the Convention Center in mid-January, 2016. Mr. Zerbini was hoping to negotiate down or completely off all ticketing fees so that ticket prices can be kept to minimum levels. We are only able to offer some flexibility in this negotiation since some of the ticketing fees are those of the ticketing agency, and the other fees cover convention Center costs associated with operating the box office and potentially serve as considerable portion of the revenue stream for the event. Despite our attempts to negotiate an agreement from both sides, this circus decided not to commit to the January dates.
- Met with Dave Kennedy (Curator with the future U.S. Marshal's Museum) to tour Convention Center kitchen service areas. Dave is trying to get an idea of how food services are administered in our facility so that he can formulate a recommended food services model for the U. S. Marshals Museum, including an assessment of what kinds of facilities and equipment may be required.

Carolyn Joyce reported on the following:

Activity Report

- The inquiries for November, 2015, were 214. Inquiries for December, 2015, were 176 making YTD slightly up from 2014 at 7,244.
- The Western Arkansas Mountain Frontier numbers for November, 2015, were 156 making YTD 4,249 which is slightly down from 2014. WAMF responses for YTD December, 2015, were down by about 500 compared to 2014.
- Miss Laura's visitors for November, 2015, were 1,002. Visitors for December, 2015, were 369 making YTD slightly down at 13,044 compared to 13,273 for 2014.
- The National Historic Site for November, 2015 were 5,921.
- Packets provided in December, 2015 were 110.

Visitor Center/ Leisure Travel /Group Travel Activity Report

Visitor Center & Leisure Travel

- Completed all arrangements to attend Tulsa Boat, Sport and Travel show Feb. 1-7. Expenses will be shared with Van Buren A & P.
- FlipKey.com, a Trip Advisor company, recently published a list of the "Top Historic Spots Worth Traveling For" in each of the 50 states. Fort Smith's National Historic Site was named the Arkansas top site. This list is based on industry research and traveler feedback that identified the most loved and talked about historic attractions in each state.

Group Travel

- Attended American Bus Association's Annual Convention. Met with 30 Operators.
- Researched all companies attending National Tour Association's Annual Convention; finalized arrangements to attend and will meet with tour operators in pre-scheduled appointments.
- Finalizing all arrangements to host the Select Traveler Post-FAM which will overnight in Fort Smith Feb. 9th. Opportunity to share our Museums & Attractions to Bank Club Directors following the conference.
- Interviewed by the Managing Editor of Group Tour Media for an editorial article in the March issue.
- Assisted with 7 groups planning itineraries and tours.

Amy Knight reported on the following

November, December Highlights

- Worked on closing out all 2015 grant recipient forms and paperwork.
- Continue to work on 2016 list of grant recipients to ensure all paperwork is completed and received.
- Attended and participated in the Robotic Competition Award Ceremony.
- Spoke to Lee Dewey with the Fort Smith Junior Volleyball program – He had some concerns they were running out of rooms for their event so I contacted all hotel/motel lodging partners and created a spreadsheet of exactly how many rooms we still had available, what location, phone number and price so he could send a mass email out to all teams attending.
- Worked with Russ on this quarters Hometown Hospitality Hero recipient which is Marion Driscoll.
- Continue to work with Lorrie Trogden with the Arkansas Bar Association on some details in hopes of having them in Fort Smith this summer.

Jeremy Richey reported on the following for the Convention Center.

Convention/Association Business

- Completed contract for Steel Horse Motorcycle Rally for April, 2016.

SMERF/Local Business (Social, Military, Educational, Religious, Fraternal)

- Completed contract for Western Starr, an antique show for April, 2016.
- Completed contract for Hiram Walker Christmas Party for December, 2016.

Pat Geels reported on the following:

Convention Center Operations

November, 2014

- 19 events with 40 event days

November, 2015

- 17 events with 37 event days

December, 2014

- 18 events with 35 event days

December, 2015

- 24 events with 39 event days

Scheduled Maintenance

November, 2015

- Completed the electrical upgrades initiated last month in the catering kitchens.

December, 2015

- Replaced variable speed drive in Air Handler 5 & 6. This is part of the ongoing process of switching all drives to new/standardized units.

Unscheduled Maintenance

November, 2015

- Replaced damaged light strings in the North Rotunda “punch bowl” lighting array.

Russ Jester reported on the following for the Communications Report:

Publicity, Promotion & Marketing

- Fort Smith Marathon Adset #2 – delivered via Facebook & Instagram (Dec. 8-22) and optimized for clicks to www.FortSmithMarathon.com by “frequent travelers between 25-45 who are interested in fitness and wellness, sports and outdoors, and travel that live within the defined geographic area” resulting in a reach/frequency of 68,956/118,529 and 1,251 website clicks (\$0.28 per click).
- Completed the, “Fort Smith in Film”, project. Will begin working on several blogs related to the information gathered.
- FlipKey – a TripAdvisor company – has recognized the National Historic Site as the #1 most loved and talked about historic spot worth traveling for in the state of Arkansas. Had the article link to the 36 Panorama of the Historic Site put on our website. Posted this on Social Media with photo album.

FSCVB Website & Mobile App

- Export feature, 360 panorama, page permissions, content integration, and calendar of events specs discussed with Aristotle.

Social Media

- The current month numbers on page views, sessions, users were higher than the previous months due to there being no meeting in December, 2015

New Business

- A. **2015 Convention Center Accomplishments** – Watched a presentation on the following: Overall there was an increase in events 2014 vs. 2015. Revenue totals were up in 2015 compared to 2014. Beverage sales were lower due to fewer concerts and events that have beverage sales. Operating subsidy improvement higher in 2015 compared to 2014. 25 events responsible for putting approximately 28 million dollars into the community and over \$700,000.00 came to Fort Smith through sales tax.

Old Business

None

Community Comment

None

Executive Session

Went into executive session at 4:58pm and reconvened at 5:05 pm.

- A. Calvin Remy made a motion to keep the A & P leadership as is with no changes with a second from Debra Presson. The commission passed the motion unanimously.
- B. Calvin Remy made a motion to continue Storm Nolan in his position on the commission with a second from Tom Calderera.

Calvin Remy made a motion to adjourn with a second from Storm Nolan. The Commission passed the motion unanimously.

The meeting was adjourned at 5:07pm. The next Commission Meeting will be January 26, 2015, at 4:00pm.

Respectfully Submitted

Debra Cossey



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Wendy Mathis, Administrative Assistant
DATE: February 10th, 2016
SUBJECT: Electric Code Appeals Board

The terms of Mr. Frank Glidewell and Mr. Tommy Hill of the Electric Code Appeals Board will expire March 31st, 2016. Mr. Glidewell wishes to be reappointed.

The applicant available at this time is:

Terry Buzbee

8709 Harvard Drive

Appointments are **by the Board of Directors**, two appointments are needed. The terms will expire March 31st, 2021.

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P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
www.fortsmithar.gov

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Electric Code Appeals Board

The Electric Code Appeals Board has the authority to hear appeals from anyone who wishes to appeal the decision of the City official enforcing the City's Electrical Code. Upon hearing the appeal, the Board of Appeals may modify or reverse the interpretation of the electrical inspector.

The Board consists of five members who are qualified by experience and training to pass on matters pertaining to electrical installation and materials and who are actively engaged in a business related to the building industry, and two members who are citizens at large.

The members are appointed by the Board of Directors and serve five year terms. The Board meets on call.

	<u>Date Appointed</u>	<u>Term Expires</u>
Frank Glidewell Glidewell Electric 10409 Castleton (03) 452-2971(w) frankglidewell@yahoo.com	03/18/86	03/31/16
Tommy Hill Matlock Electric Company 3324 Vicksburg (03) 646-6083 (w) tommy@matlock-electric.com	03/15/11	03/31/16
Charles A. Uerling E D M Consulting Engineers P.O. Box 3290 (13-3290) 782-2127 (h) candbuerling@yahoo.com	03/18/97	03/31/17
Thomas F. McAllister Thomas Electric, Inc. 5505 Gordon Lane (03) 783-1019 (w) chad@thomaselectric.us	03/16/93	03/31/18
Marvin Matlock Electrical Contractor 3211 South 32 Street (03) 646-5858 (h) 646-6083 (w) matelco@aol.com	04/20/04	03/31/19

Citizens at Large:

Jerald W. Walrod
2105 Garner Ln (01)
782-8600 (w)

03/15/05

03/31/18

Bill Kirk, P. E.
1514 North 57 Terrace (04)
452-0022 (h)
wbkirk1@aol.com

04/20/04

03/31/19

Electric Code Appeals Board CITY OF FORT SMITH

Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 1-11-16

Name: Frank Zickel Home Telephone: _____

Home Address: 10409 Castleton St Work Telephone: 479 6501122

Zip: 72908 Email: FrankZickel@astatko.com

Occupation: Retired - Electrical Contractor
(If retired, please indicate former occupation or profession)

Education: 65 hrs UAFS (Westark) A. Tech

Professional and/or Community Activities: Ben Brown Park Board etc

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes No _____

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
Yes _____ NO

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License _____ Date of Birth (circled)

information will be use to conduct a criminal back ground check of all applicant.,.

I am interested in serving on the (please check):

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Housing Assistance Bd. |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Oak Cemetery Commission |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Comprehensive Plan Imp. Committee | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> CIP Committee (Streets, Bridges, & Drainage) | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
| <input type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Sister Cities Committee |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Transit Advisory Commission |
| <input checked="" type="checkbox"/> Electric Code Board of Appeals | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | |
| <input type="checkbox"/> Historic District Commission | |

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov

784-1030

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 1-15-2016

Name: Terry Buzbee Home Telephone: 479-646-9150
 Home Address: 8709 Harvard Dr. Cell Telephone: 479-650-6622
 Zip: 72908 Email: tbuzbee10@gmail.com
 Occupation: Electrician
 (If retired, please indicate former occupation or profession)

Education: Van Buren High School, Dark Vb-Tech (Heat + Air)
4 yr. Apprenticeship Program - IBEW, Local 700
 Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes No _____
 Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?
 Yes _____ NO
 If yes, please identify the offense and the approximate date. A "yes" answer will not automatically preclude you from consideration.

Drivers License _____ Date of Birth 02/02/60
 information will be use to conduct a criminal back ground check of all applican

I am interested in serving on the (please check):

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Housing Assistance Bd. |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Oak Cemetery Commission |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Comprehensive Plan Imp. Committee | <input type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> CIP Committee (Streets, Bridges, & Drainage) | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
| <input type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Sister Cities Committee |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Transit Advisory Commission |
| <input checked="" type="checkbox"/> Electric Code Board of Appeals | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | |
| <input type="checkbox"/> Historic District Commission | |

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
 wnathis@fortsmithar.gov

Terry Buzbee



MEMORANDUM

TO: Mayor and Board of Directors
FROM: Wendy Mathis, Administrative Assistant
DATE: February 11th, 2016
SUBJECT: Plumbing Advisory Board

The terms of Mr. Charles Shank and Mr. Matthew Blaylock of the Plumbing Advisory Board will expire February 28th, 2016. Mr. Glidewell and Mr. Shank wishes to be reappointed. Mr. Jan Taylor has passed away, his vacancy will need to be filled.

The applicant available at this time is:

James Dempsey

5001 Swift Bend

Appointments are **by the Board of Directors**, three appointments are needed. Two terms will expire February 28th, 2020. The other term will expire February 28th, 2018.

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
www.fortsmithar.gov

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Plumbing Advisory Board

The Plumbing Advisory Board is authorized to serve the City in an advisory capacity in the formulation of rules and regulations regarding plumbing in the City; to hear appeals to the City's inspecting officials regarding plumbing and gas fitting codes and ordinances; to prepare and conduct examinations for the issuance of Fort Smith master and journeyman plumber's and gas fitter's license under certain conditions.

The Board consists of two licensed master plumbers, a licensed registered mechanical or sanitary engineer, a licensed registered architect, two citizens at large, and a designated representative of the Health Department of the City. With the exception of the Health Department representative who serves for an indefinite term, all other members are appointed by the Board of Directors for four-year terms.

The Plumbing Advisory Board supersedes the Plumbers Examining Board. The Board meets on call.

	<u>Date</u> <u>Appointed</u>	<u>Term</u> <u>Expires</u>
Jason Davis 3112 South 70 Street (03) 452-8600 Health Department jason.davis@arkansas.gov	06/24/09	Indefinite
Charles L. (Woody) Shank 7205 South Q Street (03) Mechanical Contractor & Licensed Master Plumber 461-7556(c) 478-9339 (w) woody72903@yahoo.com	04/07/92	02/28/16
Scott Hathaway 1120 Garrison Ave. Suite 1A (01) 452-8922 (w) 471-7688 (h) Architect shathaway@gostudio6.com	02/17/98	02/28/18
Herbert V. Davis 2908 Reeder (03) Professional Engineer 782-0474 (w) edm@consultants.com	02/18/86	02/28/18

Plumbing Advisory Board continued-

Citizens at Large:

Matthew Blaylock 9 Free Ferry North (03) 452-0879 (h) 782-3124 (w) mattblaylock@blaylockhvac.com	08/21/07	02/28/16
Alan Q. Anderson Master Plumber 311 South 16 Street 461-0418 (h) 782-5059 (w) AlanAnderson@mellies.org	02/17/09	02/28/17
Jan Taylor Plumber 5203 Moody Dr (03) 484-0984 (h) 452-3142 (w)	03/15/05	02/28/18

CITY OF FORT SMITH Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 2-10-16

Name: CHARLES SHANK

Home Telephone: 479-478-9371

Home Address: 7205 S-Q

Work Telephone: 479-461-7556

Zip: 72903

Email: wendy.72903@YAHOO.COM

Occupation: PLUMBER
(If retired, please indicate former occupation or profession)

Education: 2 YRS COLLEGE

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes No _____

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?

Yes _____ NO

If yes, please identify you from consider Drivers License information will

[Signature]

date. A "yes" answer will not automatically preclude

Date
not check of all a

[Signature]

I am interested in serving on the (please check):

- Audit Committee
- Advertising & Promoting Commission
- Airport Commission
- Animal Services Advisory Board
- Arkansas Fair & Exhibition Facilities Bd
- Benevolent Fund Board
- Bldg. Bd. Of Adjustment and Appeals
- Central Business Improvement District
- Comprehensive Plan Imp. Committee
- Convention Center Commission
- Civil Service Commission
- CIP Committee (Streets, Bridges, & Drainage)
- Community Development Advisory Com.
- County Equalization Board
- Electric Code Board of Appeals
- Fire Code Board of Appeals & Adjustments
- Historic District Commission
- Housing Assistance Bd.
- Library Bd of Trustees
- Mechanical Bd of Adjustments and Appeals
- Oak Cemetery Commission
- Outside Agency Review Panel
- Parking Authority
- Parks & Recreation Commission
- Planning Commission
- Plumbing Advisory Board
- Port Authority
- Property Owners Appeals Board
- Sebastian County Reg. Solid Waste Mgmt. Bd.
- Sister Cities Committee
- Transit Advisory Commission
- Residential Housing Facilities Board

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wmathis@fortsmithar.gov

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 1-11-16

Name: MATT Blaylock

Home Telephone: 452-0879

Home Address: 9 FREE FERRY NORTH

Work Telephone: 782-8940

Zip: 72903

Email: MATTBlaylock@BlaylockHVAC.COM

Occupation: MECHANICAL CONTRACTOR
 (If retired, please indicate former occupation or profession)

Education: BACHELOR OF SCIENCE ATU, FORT SMITH / VAN BUREN PLUMBING SCHOOL

Professional and/or Community Activities: COMMUNITY LIAISON NHS BOOSTER CLUB
SAFETY & GREETER TEAM MEMBER @ GRAND AVE BAPTIST CHURCH

Additional Pertinent Information/References: AIR-MASTER PLUMBER

OK PLUMBING CONTRACTOR

Are you a registered voter in the City of Fort Smith? Yes No

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense?

Yes NO

If yes, please identify the offense _____ approximate date. A "yes" answer will not automatically preclude you from _____

Drivers Lic 0000000000 Date of 00000000 s
 information _____ criminal back ground check of all applic

I am interested in serving on the (please check):

- | | |
|---|--|
| <input type="checkbox"/> Audit Committee | <input type="checkbox"/> Housing Assistance Bd. |
| <input type="checkbox"/> Advertising & Promoting Commission | <input type="checkbox"/> Library Bd of Trustees |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Mechanical Bd of Adjustments and Appeals |
| <input type="checkbox"/> Animal Services Advisory Board | <input type="checkbox"/> Oak Cemetery Commission |
| <input type="checkbox"/> Arkansas Fair & Exhibition Facilities Bd | <input type="checkbox"/> Outside Agency Review Panel |
| <input type="checkbox"/> Benevolent Fund Board | <input type="checkbox"/> Parking Authority |
| <input type="checkbox"/> Bldg. Bd. Of Adjustment and Appeals | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Central Business Improvement District | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Comprehensive Plan Imp. Committee | <input checked="" type="checkbox"/> Plumbing Advisory Board |
| <input type="checkbox"/> Convention Center Commission | <input type="checkbox"/> Port Authority |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Property Owners Appeals Board |
| <input type="checkbox"/> CIP Committee (Streets, Bridges, & Drainage) | <input type="checkbox"/> Sebastian County Reg. Solid Waste Mgmt. Bd. |
| <input type="checkbox"/> Community Development Advisory Com. | <input type="checkbox"/> Sister Cities Committee |
| <input type="checkbox"/> County Equalization Board | <input type="checkbox"/> Transit Advisory Commission |
| <input type="checkbox"/> Electric Code Board of Appeals | <input type="checkbox"/> Residential Housing Facilities Board |
| <input type="checkbox"/> Fire Code Board of Appeals & Adjustments | |
| <input type="checkbox"/> Historic District Commission | |

Master Plumber

CITY OF FORT SMITH
Application for City Boards/Commissions/Committees

Note: As an applicant for a City Board, Commission or Committee, your name, address and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment.

Date: 2/11/16

Name: James Dempsey Home Telephone: 646-3410

Home Address: 5001 Swift Bend (Swift Bend) Work Telephone: 462-4622

Zip: 72916 Email: _____

Occupation: Plumber
(If retired, please indicate former occupation or profession)

Education: _____

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

Are you a registered voter in the City of Fort Smith? Yes No

Have you ever been convicted of a felony, misdemeanor, DWI/DUI or other serious traffic offense? Yes NO

If yes, please identify the offense and the approximate date. A "yes" answer will not automatically disqualify you from consideration

Drivers Licens 00000000 Date of 00/00/00
information wil _____ and check of all app

I am interested in serving on the (please check):

- Audit Committee
- Advertising & Promoting Commission
- Airport Commission
- Animal Services Advisory Board
- Arkansas Fair & Exhibition Facilities Bd
- Benevolent Fund Board
- Bldg. Bd. Of Adjustment and Appeals
- Central Business Improvement District
- Comprehensive Plan Imp. Committee
- Convention Center Commission
- Civil Service Commission
- CIP Committee (Streets, Bridges, & Drainage)
- Community Development Advisory Com.
- County Equalization Board
- Electric Code Board of Appeals
- Fire Code Board of Appeals & Adjustments
- Historic District Commission
- Housing Assistance Bd.
- Library Bd of Trustees
- Mechanical Bd of Adjustments and Appeals
- Oak Cemetery Commission
- Outside Agency Review Panel
- Parking Authority
- Parks & Recreation Commission
- Planning Commission
- Plumbing Advisory Board
- Port Authority
- Property Owners Appeals Board
- Sebastian County Reg. Solid Waste Mgmt. Bd.
- Sister Cities Committee
- Transit Advisory Commission
- Residential Housing Facilities Board

Please return this form to Wendy Mathis, P.O. Box 1908, FSM, AR 72902
wnathis@fortsmithar.gov



January 27, 2016

TO: Members of the Board of Directors
Members of the Planning Commission

RE: Appointments:

The terms of Mr. Marshall Sharpe, Mr. Robert Cooper Jr., and Mr. Don Keese of the Planning Commission will expire April 30th, 2016. In accordance with Ordinance No. 2926 applications for these prospective vacancies are now being received. Applicants must be residents and registered voters in the City of Fort Smith.

Please submit applications to the city administrator's office no later than the close of business on February 25th, 2016. A list will be compiled for review by the Board of Directors. Applications are available on the City of Fort Smith website. Go to www.fortsmithar.gov and click on boards and commissions.

Sincerely,

A handwritten signature in blue ink that reads "Jeff Dingman".

Jeff Dingman
Acting City Administrator

623 Garrison Avenue
P.O. Box 1908
Fort Smith, Arkansas 72902
(479) 785-2801
www.fortsmithar.gov

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