



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, August 4, 2026

5:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

3. APPROVAL OF MINUTES

[MIN-26:059](#)

Minutes for the Public Works Committee meeting on Tuesday, July 7, 2026.

Attachments: [Minutes](#)

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-26:089](#)

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE ATTACHED FEE PROPOSAL FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE MARION BERRY PARKWAY MULTIUSE TRAIL PROJECT

Sponsors: Engineering

Attachments: [Marion Berry Pkwy Multiuse Trail CA Services.pdf](#)

[RES-26:090](#)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH BACON FARMER WORKMAN ENGINEERING & TESTING, INC. TO PROVIDE PROFESSIONAL SERVICES FOR HIGGINBOTTOM TRAIL

Sponsors: Engineering

Attachments: [26363-20260727-HigginbottomTrail-CityofJonesboroAR .pdf](#)

[RES-26:091](#)

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AFFILIATION AGREEMENT WITH BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ACTING FOR AND ON BEHALF OF UNIVERSITY OF ARKANSAS, FAYETTEVILLE (UARK) FOR THE TURTLE CREEK WETLAND PARTNERSHIP AND AMEND THE CAPITAL IMPROVEMENT BUDGET

Sponsors: Engineering

Attachments: [Final Affiliation Agreement.docx](#)

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-26:059

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Minutes

Minutes for the Public Works Committee meeting on Tuesday, July 7, 2026.



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, July 7, 2026

5:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

Present 7 - John Street; Kevin Miller; LJ Bryant; Ann Williams; Chris Moore; Charles Coleman and Janice Porter

Absent 1 - Anthony Coleman

3. APPROVAL OF MINUTES

[MIN-26:033](#)

Minutes for the Public Works Committee meeting on Tuesday, April 07, 2026.

Attachments: [Minutes](#)

A motion was made by Chris Moore, seconded by LJ Bryant, that this matter be Passed . The motion PASSED with the following vote.

Aye: 6 - Kevin Miller; LJ Bryant; Ann Williams; Chris Moore; Charles Coleman and Janice Porter

Absent: 1 - Anthony Coleman

4. NEW BUSINESS

ORDINANCES TO BE INTRODUCED

[ORD-26:020](#)

AN ORDINANCE AMENDING APPENDIX 7 OF THE STORMWATER DRAINAGE DESIGN MANUAL

Sponsors: Engineering

Attachments: [ARR150000 Permit 2026.pdf](#)

A motion was made by Chris Moore, seconded by Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Kevin Miller; LJ Bryant; Ann Williams; Chris Moore; Charles Coleman and Janice Porter

Absent: 1 - Anthony Coleman

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT

A motion was made by Chris Moore, seconded by Charles Coleman, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 6 - Kevin Miller; LJ Bryant; Ann Williams; Chris Moore; Charles Coleman and Janice Porter

Absent: 1 - Anthony Coleman



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:089

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE ATTACHED FEE PROPOSAL FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE MARION BERRY PARKWAY MULTIUSE TRAIL PROJECT

WHEREAS, Pickering Firm, Inc. was selected for the Marion Berry Parkway Multiuse Trail project;

WHEREAS, the City of Jonesboro desires to accept the attached Fee Proposal in the amount of \$100,000.00 for Construction Administration and Inspection Services; and,

WHEREAS, funding for the execution of the fee proposal shall come from the Capital Improvement budget and compensation shall be paid in accordance with fee proposal.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS;

Section 1: That the City of Jonesboro hereby accepts the attached Fee Proposal from Pickering Firm, Inc. in the amount of \$100,000.00 for Construction Administration and Inspection Services for the Marion Berry Parkway Multiuse Trail project.

Section 2. That funding for the execution of the fee proposal shall come from the Capital Improvement budget and compensation shall be paid in accordance with the fee proposal.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to accept the Fee Proposal and direct the Purchasing/Finance Specialist to issue a Purchase Order.

June 16, 2026

Mr. Craig Light, P.E.
Engineering Director
City of Jonesboro
300 S. Church
Jonesboro, AR 72401

**Re: Marion Berry Parkway Multiuse Trail
Construction Administration & Inspection Services
Jonesboro, Arkansas**

Mr. Light:

Pickering Firm, Inc., herein known as Pickering (the "Consultant"), is pleased to submit this Scope of Work and Fee Proposal to the City of Jonesboro, herein known as the City (the "Client"), for providing Professional Engineering services for the development of the above referenced project. Our scope of services, schedule, and fee are shown below.

General Project Description

Pickering preformed the design and prepared the construction plans for the addition of a multiuse trail along Marion Berry Parkway. The City is preparing to advertise and accept bids for the construction of the project and is requesting Construction Administration and Inspection Services be performed to ensure contractor compliance with the plans and specifications. A more detailed description of anticipated services is shown below in the Scope of Services.

Scope of Services

Construction Administration & Inspection Services

1. Pickering will prepare for and conduct the Preconstruction Meeting to review the plans, required work, express expectations, and resolve any questions that arise at the meeting. Pickering will prepare and distribute minutes of the meeting.
2. Pickering will review submittals provided by the contractor for compliance with the plans and specifications.
3. Pickering will prepare for and conduct project progress meetings, if needed. The meetings will be held to discuss recent progress, upcoming events in the schedule, and problems associated with the project. It is assumed the contract will last approximately 165 calendar days. For the purposes of this estimate, it is assumed there will be 5 progress meetings, if required.
4. Pickering will coordinate and process any change orders required. Pickering will negotiate prices for additional pay items with the contractor and coordinate acceptance

of prices with the City. Pickering will prepare the final change order and submit to the City for final review, approval, and processing.

5. Contractor monthly progress payment applications will be submitted to Pickering for review and confirmation of work complete. Since full time inspection will not be provided, verifications will be based on field measurements, visual inspections, and records such as material tickets. Six progress payments (5 monthly and 1 final) were assumed for purposes of this estimate.
6. Pickering will provide inspection services based on daily site visits while the contractor is actively working on site for a visual inspection of work being performed and discussions with the contractor. Pickering will not be on-site full time but will be on site to perform critical point inspections such as the inspection of formwork prior to a concrete pour, to visually inspect paving operations conform to line and grade established in the plans, and other points during the construction that City staff or Pickering deem to warrant inspection prior to the contractor proceeding. Pickering personnel will inspect work that is in place for substantial conformance with the project plans and specifications. Pickering will coordinate with the selected contractor for critical point inspections. For this estimate construction is assumed to take 165 calendar days.
7. Pickering will document daily contractor operations, specific work being performed, and any other information to adequately record operations on site.
8. Pickering will perform erosion control inspections at a minimum of every 7 days or after a rain event. Deficiencies will be noted and the contractor notified of these deficiencies and required corrections.
9. Pickering will assist the City with close-out after project completion including final walk through and punch list completion.
10. Any Quality Assurance (QA) sampling and testing, if required, will be provided by the City or considered additional services.
11. Any surveying required will be provided by the City on an as needed basis. Verification surveys of construction layout including survey control and benchmarks may be required to carry out the services of this agreement.

Items Specifically Excluded

1. Full time field inspection
2. Material sampling & testing
3. Construction surveying or staking

Compensation for Basic Services

We will invoice you monthly based on actual work completed. We propose to complete the work in the scope of basic services with the fee basis noted below plus client reimbursable expenses. No markup will be included for reimbursable expenses.

A breakdown of the fee can be found on the attached manhour and fee estimate. The multiplier for this individual task order is 3.716 based upon an indirect cost rate of 231.04 percent plus 0.834 percent facilities capital cost of money (FCCM) (FY 2024) and a 12 percent fixed fee.

Construction Administration & Inspection Services

Cost plus Fixed Fee, NTE \$100,000.00

Additional Services

If the City requires services beyond what is provided for in the scope of services listed above, said services can be performed based upon a negotiated lump sum fee agreed to by both parties. Additional services will only be performed after written authorization is received.

Please advise if further information is desired and do not hesitate to give me a call at (870) 336-0117 if you have any questions.

Sincerely,

PICKERING FIRM INCORPORATED



Michael L. Foster, P.E.
Project Manager

Enclosures: Justification of Fees and Costs

Justification of Fees and Costs
Marion Berry Parkway Multiuse Trail
Construction Administration & Inspection Services
City of Jonesboro, Arkansas

Assumed contract time of 165 calendar days	Estimated Hours					Total Hours
	Project Manager	Senior Engineer	Engineer	Engineer Intern		
Construction Administration						
Preconstruction Conference	2		4	6		12
Material Submittals	4		20	20		44
Site Inspections (Daily)	2		96	384		482
Pay applications (1 per month)	2		6	6		14
Change Orders	2		16	8		26
Progress Meetings (1 per month), if needed	2		5	5		12
Close out Docs	2		8	8		18
Billing & Contract Admin.	4		16			20
						0
						0
						0
						0
						0
Totals	20	0	171	437	0	628

Labor Rates

\$ 67.00 \$ 67.00 \$ 54.50 \$ 37.00

Labor Cost \$ 1,340.00 \$ - \$ 9,319.50 \$ 16,169.00 \$ - \$ **26,828.50**

Overhead 231.04% \$ **61,984.57**

\$ **88,813.07**

Fixed Fee 12.00% \$ **10,657.57**

FCCM Overhead 0.834% \$ **223.75**

Total Labor, Overhead, and Fee: \$ **99,694.39**

Direct Costs:

	Qty.	
Mileage	0	\$0.00
Meals	0	\$0.00
Lodging	0	\$0.00
Postage	0	\$0.00
Reproductions: 8 1/2" x 11"	0	\$0.00
Reproductions: 11" x 17"	0	\$0.00
Reproductions: Full Size	0	\$0.00

Total Direct Costs: \$ **0.00**

Total Project Total \$ 99,694.00



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:090

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO ENTER INTO AN AGREEMENT WITH BACON FARMER WORKMAN ENGINEERING
& TESTING, INC. TO PROVIDE PROFESSIONAL SERVICES FOR HIGGINBOTTOM
TRAIL

WHEREAS, the City of Jonesboro desires to enter into an agreement to provide professional services
for the Higginbottom Trail project;

WHEREAS, the Selection Committee has determined that Bacon Farmer Workman Engineering &
Testing, Inc. is the most qualified firm for the project;

WHEREAS, Bacon Farmer Workman Engineering & Testing, Inc. has agreed to provide professional
services for the Higginbottom Trail project as described in the attached agreement; and,

WHEREAS, the funding for the execution of the agreement shall come from the Capital Improvement
budget and compensation shall be paid in accordance with the agreement.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF
JONESBORO, ARKANSAS;

Section 1. That the City of Jonesboro shall enter into an agreement with Bacon Farmer Workman
Engineering & Testing, Inc. to provide professional services for the Higginbottom Trail project.

Section 2. The funding for the execution of the agreement shall come from the Capital Improvement
budget and compensation shall be paid in accordance with the agreement.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of
Jonesboro to execute all documents necessary to effectuate the agreement.

PROFESSIONAL SERVICES AGREEMENT

PROJECT: 26363-20260727-HigginbottomTrail-CityofJonesboroAR

BFW Project #:26363

Client Information

Client: City of Jonesboro, AR
Address: 300 S Church St Jonesboro, AR 72401
Contact: Craig Light, City Engineer
Telephone: 870/932-2438 Fax:
Billing Contact: Tracey Cooper
Email: tcooper@jonesboroar.gov Telephone: 870-932-2438

Consultant Information

Consultant: Bacon Farmer Workman Engineering & Testing, Inc.
Address: 2301 McCracken Blvd., Paducah, KY 42001
Contact:
Telephone: 270-443-1995 Fax:
Project Description: Surveying, Design Services and Preparation of Plans for Trail Project

☒ SCOPE OF SERVICES (See Attachment)

☒ SCHEDULE (See Attachment)

COMPENSATION

- ☐ LUMP SUM Compensation for these services shall be a Lump Sum of \$ _____
- ☐ TIME AND MATERIALS Billing will be hourly per our rate schedule. See attached proposal.
- ☐ BACON FARMER WORKMAN ENGINEERING & TESTING, INC.'s Direct Job Wages times a factor of: _____
- ☐ List of BACON FARMER WORKMAN ENGINEERING & TESTING, INC.'s Hourly Rates.
- ☒ COST PLUS FIXED FEE. Compensation for these services shall be BACON FARMER WORKMAN ENGINEERING & TESTING, INC. Cost plus a fixed professional fee, including Reimbursable Expenses times a factor of: (see attached fee estimate) plus Subconsultant Expenses times a factor of: N/A and per BACON FARMER WORKMAN ENGINEERING & TESTING, INC. 's attached Definitions. The estimated compensation for services is \$ 118,747.93 plus a fixed fee of \$13,091.84 for a total of \$ 131,839.77.

Direct Job Wages or Hourly Rates for Time and Materials or Cost-Plus Fixed Fee contracts are subject to change to reflect adjustments in BACON FARMER WORKMAN ENGINEERING & TESTING, INC. salary levels.

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services.

SCHEDULE OF PAYMENTS: BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall be paid monthly on the basis of invoices submitted. These invoices will be for the portion of the agreed upon compensation earned by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. during that month. (Cost plus Fixed Fee will be for costs incurred during the invoice period plus the portion of the agreed upon fixed fee earned by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. during that month. **(Lump Sum will be based on percent of effort completed as estimated by BACON FARMER WORKMAN ENGINEERING & TESTING, INC.)** BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall be paid for all invoices within 30 days of submittal. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to BACON FARMER WORKMAN ENGINEERING & TESTING, INC. based on contractual terms. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of 1.5% per month (or the maximum percentage allowed by law, whichever is the lesser). See Standard Conditions for invoices unpaid after 60 days.

EXECUTION: Execution of this document by duly authorized representatives of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. and Client, including BACON FARMER WORKMAN ENGINEERING & TESTING, INC. 's Standard Conditions (reverse side) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither BACON FARMER WORKMAN ENGINEERING & TESTING, INC. nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

Client: City of Jonesboro, AR

By: Harold Copenhaver

Signature:

Title: Mayor

Date:

Consultant: BACON FARMER WORKMAN ENGINEERING & TESTING, INC.

By:

Signature:

Title:

Date:

BACON FARMER WORKMAN ENGINEERING & TESTING, INC.
STANDARD CONDITIONS

1. SERVICES. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall provide professional services in accordance with the agreed upon scope of services.

2. EXECUTION. This Agreement becomes effective upon signatures by authorized representatives of the Client and BACON FARMER WORKMAN ENGINEERING & TESTING, INC. and upon receipt by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. of a signed original or facsimile transmittal. If facsimile transmittal is initially sent to BACON FARMER WORKMAN ENGINEERING & TESTING, INC. Client will provide BACON FARMER WORKMAN ENGINEERING & TESTING, INC. with a signed original for record as soon as practicable.

3. INITIATION. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.

4. COMPLETION/TERMINATION. This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This contract may be terminated by the Client and/or BACON FARMER WORKMAN ENGINEERING & TESTING, INC. upon 10 days written notice. In the event of such termination, BACON FARMER WORKMAN ENGINEERING & TESTING, INC. will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of termination together with all costs arising out of such termination.

Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party, or otherwise stipulated contractually.

5. STANDARD OF CARE. Services provided by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. makes no warranty or guaranty, either express or implied.

6. INDEPENDENT CONSULTANT. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client.

7. COMPLIANCE WITH LAWS. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. will endeavor to

comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.

8. COLLECTION COSTS. In the event legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. in connection therewith and, in addition, the reasonable value of BACON FARMER WORKMAN ENGINEERING & TESTING, INC.'s time and expenses spent in connection with such collection action, computed at BACON FARMER WORKMAN ENGINEERING & TESTING, INC.'s prevailing fee schedule and expense policies.

9. OWNERSHIP OF DOCUMENTS. Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. will retain all common law, statutory, and other reserved rights, including the copyright thereto. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to BACON FARMER WORKMAN ENGINEERING & TESTING, INC.

10. SITE VISITS/OBSERVATION. If included in the Scope of Services, BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. as part of services during construction under Agreement shall not make BACON FARMER WORKMAN ENGINEERING & TESTING, INC. responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make BACON FARMER WORKMAN ENGINEERING & TESTING, INC. responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

11. EQUAL OPPORTUNITY EMPLOYMENT. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. will comply with federal regulations pertaining to Equal Opportunity Employment. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is BACON FARMER WORKMAN ENGINEERING & TESTING, INC. 's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

BACON FARMER WORKMAN ENGINEERING & TESTING, INC. 's equal opportunity employment policy applies to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.

12. INSURANCE. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. will provide a certificate of insurance upon request.

13. INDEMNIFICATION/HOLD HARMLESS. BACON FARMER WORKMAN ENGINEERING & TESTING, INC. shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by BACON FARMER WORKMAN ENGINEERING & TESTING, INC. 's negligent acts, errors, or omissions in services provided pursuant to this Agreement. Provided, however, that if any such liability, settlements, loss, or costs result from the concurrent negligence of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. and the Client, this indemnification applies only to the extent of the negligence of BACON FARMER WORKMAN ENGINEERING & TESTING, INC.

14. LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and BACON FARMER WORKMAN ENGINEERING & TESTING, INC., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. and its subconsultants to all those named shall not exceed \$50,000 or the amount of BACON FARMER WORKMAN ENGINEERING & TESTING, INC. 's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

15. DISPUTES. Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of Arkansas. Venue shall be in Craighead County Circuit Court. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.

16. ATTORNEY FEES. Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

SCOPE OF SERVICES

Scope	
Preliminary Survey	N/A
Survey	X
Prel. Geotech Report	X
Foundation Investigation	X
Staking of Sounding Locations	X
Preliminary Bridge Design	X
Final Bridge PSE	X
Preliminary Roadway Design	X
ROW Plans	X
Final Roadway PSE	X
RR Coordination	N/A
Utility Coordination	By City
Environmental Services	By ARDOT

The consultant shall perform the following services, all in accordance with standard practice and the following:

AASHTO “A Policy on Geometric Design of Highways and Streets” (latest version)

AASHTO “Roadside Design Guide” (latest version)

AASHTO “LRFD Design methods” (latest version)

AASHTO “Highway Drainage Guidelines” (latest version)

“Manual on Uniform Traffic Control Devices” (latest version)

“Highway Capacity Manual” (latest version)

The scope of this project includes the development of plans for a soft surface trail and a pedestrian stream crossing near the southern end of the project along with some landscape enhancements (benches, trees, etc.) along the trail.

I Administration

CONSULTANT shall participate in the following as part of the Administration tasks:

1. Attend and document milestone project meetings with the City. Meetings will be held virtually except for the project kick off and final design field check meetings.
2. Correspondence (emails, letters, meeting minutes, phone calls)
3. Set up the project and conduct Kick-Off Meeting.
4. Coordination with subconsultants.
5. Provide monthly progress reports and invoices and review subconsultants invoices and reports.
6. Provide exhibits, sketches, and back-up data to City on an as-needed basis.

II Utility Coordination Support Services

1. The CONSULTANT shall provide the City with information as needed for proper utility clearance.
2. The CONSULTANT shall incorporate utility information necessary for conceptual plans, preliminary plans, and final plans. Items that may need to be addressed include underground and overhead conflicts.
 - a. Show the existing utility facilities and plan of adjustments for proposed utilities facilities in the contract plans. (Plan sheets, cross sections, culvert sections)
3. The CONSULTANT shall support the City during the relocation of each impacted utility on the project during design and construction.

III Geotechnical Investigations

The project will require a pedestrian bridge to tie the proposed trail to Crestfield Drive.

The CONSULTANT will be responsible for all geotechnical work necessary for the project.

The CONSULTANT shall provide a Geotechnical Report, signed and sealed by a Professional Engineer or Registered Geologist licensed in Arkansas. Items to be addressed are:

- Soil types and geologic formations to be encountered across the project
- Excavation classification
- Grading Recommendations
- Slope Recommendations
- Unsuitable materials (if encountered)
- Settlement Investigation (if needed)
- Foundation recommendations for the proposed pedestrian bridge at Crestfield Drive.

The CONSULTANT shall advance a minimum of two (2) borings to a depth of 30 feet. Borings may be advanced by continuous flight auger, SPT sampling methods using a calibrated automatic hammer, CPT, or other approved exploration methods.

The CONSULTANT shall provide sufficient laboratory testing to provide the required engineering properties. All testing shall be completed by an AASHTO Resource certified laboratory.

The CONSULTANT shall provide, at a minimum, the following information on their boring logs:

- N value of blows per foot
- N60 value of blows per foot (corrected for the energy efficiency of the auto-hammer)
- Energy efficiency of the auto hammer
- Drilling equipment identification
- Boring locations (Coordinates and Elevations with datums)
- Laboratory test results (if not possible, test results should be provided within the report)

Standard penetration testing (SPT) and split-barrel sampling shall be performed in accordance with ASTM D1586 using an automatic hammer in accordance with section 7.4.1 Method A. The automatic hammers shall be calibrated in accordance with manufacturer's recommendations and ASTM D4633 at least every 2 years or sooner as required therein. The calibration report shall be prepared in accordance with ASTM D4633 and shall be signed and stamped by a professional engineer. During field exploration, the automatic hammer shall be run in accordance with manufacturer's recommendations and in accordance with the settings and rates that were used during the hammer calibration.

The CONSULTANT shall provide, at a minimum, a Geologist Registrant In Training (GRIT) or an Engineer Intern (EI) to log the borings in the field. The engineer or geologist shall have at least 2 years of experience logging boreholes. Logs shall be reported in gINT format. The City will provide preferred gINT templates when requested. At final submittal, please provide a copy of the electronic gINT file, in addition to the final report deliverables.

The CONSULTANT will be responsible for attaining all necessary permits to perform the work.

The CONSULTANT will be responsible for contacting Arkansas 811 (One-Call) before drilling begins.

The CONSULTANT will be responsible for providing the staking for boring locations.

The CONSULTANT will be responsible for providing all traffic control, if necessary, and shall coordinate with City staff.

IV Preliminary Roadway Design

The CONSULTANT'S attention is directed to the ARDOT Roadway Design Plan Development Guidelines and Local Public Agency Project Manual for general guidelines and requirements for preliminary design.

- (A) Upon approval of design criteria by the City, the CONSULTANT shall undertake the following to develop the preliminary design phase:

- a. Prepare preliminary plans.
 - i. The City shall furnish the CONSULTANT traffic information for the construction and design years to be used in the preliminary plans.
 - ii. The City shall furnish the CONSULTANT the latest accident data and traffic information used to calculate the project accident rate, if applicable.
 - iii. The CONSULTANT shall submit the preliminary plans to the City for review and approval as shown in Exhibit IV.
- b. The preliminary plans shall be prepared in accordance with the applicable sections of the Local Public Agency Project Manual, as to what shall be shown thereon, including proposed design features.
- c. The CONSULTANT may have to review preliminary cross sections sufficiently to make a cost comparison between using retaining walls versus acquiring additional right of way for all proposed wall locations.
- d. The CONSULTANT shall prepare the construction estimate. The City shall prepare the right of way estimate based on the right of way requirements furnished by the CONSULTANT.
- e. The preliminary plans shall be submitted to the City for review and approval. A letter of transmittal shall be provided with the preliminary plan submittal. The City shall furnish the template for the letter of transmittal. A detailed and itemized preliminary roadway construction cost estimate shall also be submitted with the preliminary plans.
- f. The preliminary plans shall include the tentative additional easement and right of way limits, property lines and ownerships, section lines, township and ranges, any U.S. Surveys, city limits, and a general outline of the construction staging, critical design items and other items as outlined in the Local Public Agency Project Manual.
- g. Typical sections shall indicate pavement type for new roadways, along with descriptions of the existing roadway types remaining in place.

(B) A Preliminary Field Check will be arranged by the CONSULTANT with the City to discuss design features in the project area.

(C) The CONSULTANT shall provide the City with information for proper environmental and cultural clearance. Items that may need to be addressed include historical buildings, archaeological sites, historic bridges, conversion of farmland, endangered species, wetlands, parklands and historical sites.

(D) The CONSULTANT shall prepare and submit the Bridge Survey Report, Bridge Survey Sheets, and Bridge Survey Checklist.

- (E) The CONSULTANT shall set horizontal and vertical control for the project and provide the City the combined adjustment factor. All control furnished by the CONSULTANT shall use current datums and adjustments.
- (F) The CONSULTANT shall provide all land boundary work and legal descriptions to the City for review and approval prior to right of way plans submittal.
- (G) The City shall provide the pavement design and general Job Special Provisions related to the project including any special design elements.
- (H) A public meeting is not anticipated for this project
- (I) Identify at the earliest opportunity, the title reports to be ordered by the CONSULTANT. This will be coordinated during the preliminary design phase of the project.

V Preliminary Bridge Design

- (A) Perform the geometric analysis and hydraulic analysis at the proposed bridge site necessary to develop a Preliminary Bridge Layout.
- (B) The structure type and size (if applicable) shall be based on roadway alignments, geometric analysis, hydraulic analysis (if applicable), spill slope requirements, roadway overpass clearances, grades and/or clear zone requirements.
- (C) For this project, a pedestrian bridge is assumed as the method of stream crossing.
- (D) All requirements of the Federal Emergency Management Agency's National Flood Insurance Program shall be met.
- (E) Discharges will be estimated using USGS Regression Equations, FEMA FIS reports, and/or available stream gauge data (if applicable).
- (F) A hydraulic model acceptable to the engineer shall be utilized for stream crossings. A 1D or 2D hydraulic analysis shall be used, as required by the City, to model the natural, existing, and proposed conditions.
- (G) Scour calculations shall be performed in accordance with FHWA Hydraulic Engineering Circular No. 18 (if applicable).
- (H) The results of the hydrologic, hydraulic and scour analysis shall be documented in the Bridge Hydraulic and Scour Report (if applicable).

- (I) All requirements outlined in the Local Public Agency Project Manual shall be met. The CONSULTANT shall submit any design exceptions as necessary.
- (J) If applicable, provide to the City information to complete the following: Completed Floodplain Development Permit Application, FEMA flood hazard map showing the project location, and a “No-Rise Certificate” certified by a professional engineer registered in Arkansas.
- (K) Provide an electronic copy of the final hydraulic models to the City.
- (L) Plans submitted during the preliminary design phase may be a PDF file and submitted electronically.

VI Section 404 Corps of Engineers Permit (if applicable)

The CONSULTANT shall provide the following information necessary to allow City staff to apply for any required Section 404 Corps of Engineer Permits. If the permit is required due to bridge construction, the application data shall be submitted with the Preliminary Bridge Layout. All information should be provided to the City who will forward the information to ARDOT.

- (A) Provide the amount and type of excavation and material that will be used in streams, lakes, and wetlands below the Corps of Engineers’ ordinary high water line (OHL) elevations.
- (B) Provide location and quantities of permanent berms and spill fills below OHL.
 - a. Earth fill, rock blanket (square feet and cubic yards)
 - b. Rock blanket along right descending bank and left descending bank (linear feet)
 - c. Rock ditch (square feet)
- (C) Provide location, excavation and size of pier below OHL.
 - a. Excavation (cubic yards)
 - b. Pier (square feet)
- (D) Provide channel realignment data.
 - a. Existing channel length of section to be modified (feet)
 - b. Average channel width of section to be modified (feet)
 - c. Realigned section, length and width (feet)
- (E) Provide temporary fill amounts in wetlands or below OHL in streams.
 - a. Earth fill (square feet and cubic yards)
 - b. Class C (square feet and cubic yards)
- (F) Provide information about temporary fills and shoring.
 - a. Location of temporary fills and shoring
 - b. Source of material
 - c. Final disposition of removed materials
- (G) Provide information about temporary culverts.
 - a. Number of culverts
 - b. Size (inches)

- c. Length (feet)
- (H) Provide information on channel cleanout – excavation below OHL.
 - a. Cleanout upstream and downstream of structure (linear feet)
 - b. Total quantity of material to be removed below OHL (square feet and cubic yards)
- (I) Provide 8 ½-inch by 11-inch copies of any plan or profile sheets required for the permit application.
- (J) Provide bridge elevation and plan views with OHL indicated.

VII Right of Way Design

- (A) The CONSULTANT shall prepare right of way plans, which may be separate drawings from those used for design and construction details. The right of way plans shall show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, sub-division lot lines, other land survey information, street lines and existing right of way and easements. The CONSULTANT should also include any plan details, which will require additional right of way or permanent, temporary or utility easements during the construction phase of the project such as bypasses, temporary erosion control, etc. Right of way plans include title sheet, typical sections, profile sheets, and cross sections of the roadway, entrances and side roads. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner may be shown in tabular form on the respective sheets.
 - a. The CONSULTANT shall finalize any previous review of the roadway cross sections sufficiently to determine the feasibility of constructing retaining walls versus obtaining additional right of way. This final review shall consist of construction estimates versus right of way estimates.
 - b. Upon completion of the estimates by City and CONSULTANT, the CONSULTANT shall recommend to the City a choice at the various locations which warrant consideration of the alternate retaining wall versus right of way solutions. The City shall make the final determination of purchasing right of way, or constructing retaining walls.
- (B) Right of way plans shall be submitted to the City for review and approval. The right of way plans shall be at the same scale as the construction plans. The right of way plans shall include any design details that will control the width of right of way and necessary easements.
 - a. New right of way lines and all easements shall be dimensioned by station and offset distance from the centerline, or crossroad centerlines, if necessary. Bearings and distances on the right of way lines may be required.
 - b. The following minimum design features shall be included on the right of way plans:

- i. Title sheet with appropriate project limits, access note and traffic data completed.
- ii. Typical Sections
- iii. Cross sections at 100' intervals, including additional sections at each entrance with new and existing entrance grades.
- iv. Construction limits (slope lines); drainage facilities; entrances and their reference location, width and type along with their existing and future grade percentage; property owners, with areas of new right of way, easements and remaining property; centerline bearing, ties to legal land corners from centerline stations with notation for corner witness by a registered land surveyor; existing utility locations and easements, including replacement utility easements; horizontal curvature information; and proper right of way symbolization for new right of way (access control) and easements, including areas which may be required to accommodate temporary erosion control.
- v. Township, Range, Section and/or U.S. Survey information broken down to ¼ ¼ section line level on each plan sheet near the title block or appropriate survey/section line.

(C) The CONSULTANT shall provide an updated detailed and itemized construction estimate for the Right of Way design stage.

(D) The City shall review, approve and certify the right of way plans as completed by the CONSULTANT. The CONSULTANT shall provide one (1) electronic set of fully signed and sealed right of way plans, for the City's use.

(E) The CONSULTANT shall provide title insurance information for all parcels with new right of way acquisition and the last deed of record for any parcel with easements.

(F) The City will prepare right of way appraisals and secure the necessary right of way by negotiation or condemnation, if necessary, for construction of this project.

(G) The CONSULTANT shall be responsible for staking and re-staking tentative right of way on individual properties during right of way negotiation and acquisition phase of the project. An initial staking of all proposed ROW is to be performed in a single site visit, and any necessary re-staking to be performed in one additional site visits. The CONSULTANT shall also set permanent monuments as shown on the recordable land survey.

(H) The CONSULTANT shall be responsible for making all revisions to the right of way and construction plans due to negotiations with the property owners in an effort to acquire right of way.

(I) The CONSULTANT shall write, sign and seal deed descriptions for all right of way acquisitions and submit to City.

- (J) The CONSULTANT will provide the City with information for proper environmental and cultural clearance. Items that may need to be addressed include historical buildings, archaeological sites, historic bridges, conversion of farmland, endangered species, wetlands, parklands and historical sites.

VIII Final Roadway Design

- (A) The City will secure execution of municipal agreements with the cities and/or county agreements. A copy of the executed agreements will be furnished to the CONSULTANT for his information. The CONSULTANT shall conform to all design provisions of these agreements.
- (B) A final design field check shall be held with CONSULTANT and City representatives prior to completing final design plan quantities. The CONSULTANT shall make any necessary revisions to the final plans as determined by this design field check.
- (C) The CONSULTANT shall prepare detailed temporary erosion control plans for review and approval before inclusion in the final design plans.
- (D) The CONSULTANT shall prepare computations for all design plan quantities. All plan quantities shall be shown on the Quantity Sheets, by construction stage, if applicable. The format for these sheets shall be furnished by the City. Specialty items may have separate sheets for quantity tabulations.
- (E) The CONSULTANT shall prepare for review and approval by the City all General Job Special Provisions. A brief reason for the deviation from the standard plans and specifications should also be provided. The CONSULTANT shall prepare only Job Special Provisions related to design elements shown in the plans.
- (F) The following list shall be considered the minimum requirements for a complete set of Final Design Plans.
- a. Title Sheet
 - b. Typical Sections
 - c. Quantity Sheets
 - d. Plan Sheets at 1"=50' horizontal (or different scale as determined by Project Manager for clarity). Plan sheets shall include all necessary adjustments to signing and proposed pavement marking.
 - e. Profile Sheets at 1"=50' horizontal and 1"=10' vertical
 - f. Culvert Sections at 1"=10', if needed

- g. Special Sheets for geometrics, referenced points, grading plan, traffic control plan, temporary erosion control plan and any other sheets for special design features.
 - h. Earthwork Quantities, Cross Sections at 25' intervals, 1"=10' (1:100), horizontal and vertical, including entrance sections with existing and proposed grades
 - i. Tabulation of Quantity Sheets
 - j. Job Special Provisions in electronic format readable in City's current word processor
 - k. File with the bid items and quantities as generated by City's Estimate Program
 - l. Construction Workday Study
 - m. Transportation Management Plan
 - n. Final Plans Checklist
- (G) Additional plans and information may be required to complete the Final Design Plans. With the submittal of the Final Design the CONSULTANT shall also provide the City a statement that an internal quality control check has been conducted and to the best of the CONSULTANT'S knowledge the final design plans are free of gross errors, misleading or confusing typos, and includes adequate information to construct the project.
- (H) The CONSULTANT shall prepare all plans through the use of a Computer Aided Drafting (CAD) program. The CONSULTANT shall conform to City requirements.
- (I) The CONSULTANT shall furnish the City the following completed sheets and documents, as applicable, for each separate construction project included in this contract, as follows:
- a. Final Design Plans showing profile grades, geometric data, alignment data, etc.
 - b. One (1) electronic copy of the location sketch for City Approval submitted in electronic format.
 - c. Draft copy of the job special provisions related to design elements for review. After corrections, the job special provisions shall be furnished in electronic format utilizing the City's latest word processing program.
 - d. One (1) legible electronic copy of engineering calculations and analysis.
 - e. One (1) electronic copy of a complete summary of quantities and estimate of construction costs.
 - f. One (1) electronic copy of Electronic Design Data.
 - g. One (1) electronic copy of a workday study showing the estimated number of workdays required to construct each project.
 - h. The CONSULTANT shall provide a 3D model of the project exported from Geopak Open Roads Designer software for the City's use.

IX Final Bridge Design

Furnish to the City fully checked design plans, job special provisions, design computations, and quantity computations for the structure(s). The CONSULTANT is expected to make the City aware of more economical design alternatives that may become apparent during the preparation of the final design.

- (A) The plans shall be complete and shall cover all parts of the structure they represent. The degree of detail shall be comparable to that furnished on typical plans prepared by the City. High resolution final signed and sealed plans, will be submitted in PDF format. Final signed and sealed plans shall be in pdf full size (34" x 22") format.
- (B) All construction changes made to the plans during construction of the project shall also be submitted electronically in PDF and ORD format.
- (C) The job special provisions shall be complete and describe all design features, construction procedures, or material requirements in the plans that are deviations from the latest edition of the ARDOT Guidelines and Manuals. The job special provisions shall include a table of contents sheet that is signed and sealed by a professional engineer registered in Arkansas. The signed and sealed job special provisions shall also be submitted in PDF format. Job Special Provisions shall also be submitted in Microsoft Word format.
- (D) The design computations and plans shall be acceptable to and will become the property of the City. The CONSULTANT shall submit design computations in PDF format. The files shall be transferred in a manner acceptable to City. The design computations shall contain an index file, with electronic links to the files contained within. Submittals shall include a set of design computations for each bridge. The design computations shall not be combined with the ORD or the PDF submittals.

X Construction Support

- (A) The CONSULTANT shall be available to the City to discuss and interpret plans and specifications during the bidding and construction phase of the project as determined necessary by the Engineer.
- (B) The CONSULTANT shall be available to provide Shop Drawing review of CONTRACTOR submittals pertaining to essential structural components and review any contractor's Value Engineering Proposals.
- (C) The CONSULTANT may be required to attend a pre-construction meeting, and a post construction meeting via TEAMS.
- (D) If issues arise during construction, there will be a direct line of communication established between the City and the CONSULTANT. The CONSULTANT will immediately inform the City of any recommendations or clarifications.

SERVICES PROVIDED BY THE CITY

The City will furnish to the Consultant without charge the following information:

- A. General design criteria.
- B. Available standard detail sheets in Microstation format.
- C. Traffic and accident data.
- D. Pavement Design Selection
- E. All necessary environmental/cultural services
- F. Right of way and easement acquisition.
- G. Coordinate all utility relocations with utility companies.
- H. Information on where to terminate the trail at a future trailhead near the N terminus of the project.

The Consultant shall proceed with the final design and detail plans in accordance with the data approved or furnished by the City which will meet with the general standards adopted by AASHTO and approved by the City.

Job No. J9P3808
Project Description: See below

EXHIBIT III
SHEET 1 OF 2

FEE SUMMARY - ESTIMATED COST PLUS FIXED FEE

Date: 7/19/2026

Job No.: TBD

Proj. Desc.: Jonesboro, AR Higginbottom Trail

BFW FEE ONLY (See below for subconsultants and their fee and tasks)

<u>Preliminary Plans</u>	<u>No. of Hours</u>		<u>Rate per Hour</u>		<u>Total</u>
Project Manager	28.0	Hours @	\$82.43	=	\$2,308.04
Professional Land Surveyor	20.0	Hours @	\$56.88	=	\$1,137.60
Instrument Man	40.0	Hours @	\$39.38	=	\$1,575.20
Landscape Architect	20.0	Hours @	\$40.39	=	\$807.80
Project Engineer	40.0	Hours @	\$78.06	=	\$3,122.40
Geotechnical Engineer	24.0	Hours @	\$72.55	=	\$1,741.20
Driller Lead	24.0	Hours @	\$30.35	=	\$728.40
Project Manager Bridge	20.0	Hours @	\$82.43	=	\$1,648.60
Staff Engineer Bridge	40.0	Hours @	\$42.57	=	\$1,702.80
Staff Engineer Hydraulics	40.0	Hours @	\$42.57	=	\$1,702.80
Administrative	4.0	Hours @	\$48.44	=	\$193.76
Subtotal	300.0				\$16,668.60

<u>RW Plans</u>	<u>No. of Hours</u>		<u>Rate per Hour</u>		<u>Total</u>
Project Manager	24.0	Hours @	\$82.43	=	\$1,978.32
Professional Land Surveyor	40.0	Hours @	\$56.88	=	\$2,275.20
Instrument Man	0.0	Hours @	\$39.38	=	\$0.00
Landscape Architect	12.0	Hours @	\$40.39	=	\$484.68
Project Engineer	40.0	Hours @	\$78.06	=	\$3,122.40
Geotechnical Engineer	0.0	Hours @	\$72.55	=	\$0.00
Driller Lead	0.0	Hours @	\$30.35	=	\$0.00
Project Manager Bridge	0.0	Hours @	\$82.43	=	\$0.00
Staff Engineer Bridge	0.0	Hours @	\$42.57	=	\$0.00
Staff Engineer Hydraulics	0.0	Hours @	\$42.57	=	\$0.00
Administrative	8.0	Hours @	\$48.44	=	\$387.52
Subtotal	124.0				\$8,248.12

<u>Final Plans</u>	<u>No. of Hours</u>		<u>Rate per Hour</u>		<u>Total</u>
Project Manager	24.0	Hours @	\$82.43	=	\$1,978.32
Professional Land Surveyor	4.0	Hours @	\$56.88	=	\$227.52
Instrument Man	0.0	Hours @	\$39.38	=	\$0.00
Landscape Architect	20.0	Hours @	\$40.39	=	\$807.80
Project Engineer	80.0	Hours @	\$78.06	=	\$6,244.80
Geotechnical Engineer	0.0	Hours @	\$72.55	=	\$0.00
Driller Lead	0.0	Hours @	\$30.35	=	\$0.00
Project Manager Bridge	28.0	Hours @	\$82.43	=	\$2,308.04
Staff Engineer Bridge	40.0	Hours @	\$42.57	=	\$1,702.80
Staff Engineer Hydraulics	24.0	Hours @	\$42.57	=	\$1,021.68
Administrative	4.0	Hours @	\$48.44	=	\$193.76
Subtotal	224.0				\$14,484.72

<u>No. of Hours</u>	<u>Rate per Hour</u>	<u>Total</u>
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Job No. J9P3808
Project Description: See below

EXHIBIT III
SHEET 2 OF 2

FEE SUMMARY - ESTIMATED COST PLUS FIXED FEE

Date: 7/19/2026

Job No.: TBD

Proj. Desc.: Jonesboro, AR Higginbottom Trail

BFW FEE ONLY (See below for subconsultants and their fee and tasks)

MANHOUR SUMMARY BY CLASSIFICATION	No. of Hours	
Project Manager	76.0	Hours
Professional Land Surveyor	64.0	Hours
Instrument Man	40.0	Hours
Landscape Architect	52.0	Hours
Project Engineer	160.0	Hours
Geotechnical Engineer	24.0	Hours
Driller Lead	24.0	Hours
Project Manager Bridge	48.0	Hours
Staff Engineer Bridge	80.0	Hours
Staff Engineer Hydraulics	64.0	Hours
Administrative	16.0	Hours
Total Hours	648.0	Hours

Total Direct Salary Costs		\$39,401.44
Overhead on Salary Costs	176.89%	\$69,697.21
Subtotal (Salary + Overhead)		\$109,098.65
Fixed Fee	12.00%	\$13,091.84
FCCM (Salary only)	1.79%	\$705.29

Subconsultants

<u>Name</u>	<u>Fee</u>

Subconsultant Total

Subconsultant % of Total (Goal = N/A) **0.00%**

BFW Direct Expenses

<u>Description</u>	<u>Amount</u>	<u>Unit</u>	<u>Unit Cost</u>		<u>Total</u>
Mileage to Meetings/Site	900.00	miles @	\$0.67	=	\$603.00
Meals	16.00	meal @	\$20.00	=	\$320.00
Geotech Drilling Services	1.00	Lump Sum	\$6,000.00		\$6,000.00
Geotech Lab Services	1.00	Lump Sum	\$1,000.00		\$1,000.00
Survey Supplies	1.00	Lump Sum	\$1,000.00		\$1,000.00
Printing of check prints & calcs	300.00	pages @	\$0.07	=	\$21.00

BFW Direct Expenses Total \$8,944.00

TOTAL ESTIMATED ENGINEERING FEE = \$131,839.77

PERIOD OF SERVICE

The Consultant shall make submittals in accordance with the schedule described below:

Task	Date
Letting	June 2027
PSE	April 2027
100% Review Plans	March 2027
Final Env/Cult Clear	March 2027
ROW Plans/ROW RES	January 2027
Preliminary Bridge Layout	November 2026
Preliminary Roadway Plans	November 2026
NTP	August 2026

Construction support as needed post award – Anticipated for 10 months

PERIOD OF SERVICE – The total period of service including construction services is expected to be completed by June 2028.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:091

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AFFILIATION AGREEMENT WITH BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ACTING FOR AND ON BEHALF OF UNIVERSITY OF ARKANSAS, FAYETTEVILLE (UARK) FOR THE TURTLE CREEK WETLAND PARTNERSHIP AND AMEND THE CAPITAL IMPROVEMENT BUDGET

WHEREAS the City of Jonesboro desires to enter into an affiliation agreement with the University of Arkansas Board of Trustees for the Turtle Creek Wetland Partnership to explore the expansion of the permanent wetlands to improve function and create an outdoor learning experience for area youth; and

WHEREAS, the Board of Trustees has agreed to provide the services, as described in the attached affiliation agreement, for the Turtle Creek Wetland Partnership;

WHEREAS, the City of Jonesboro desires to amend the Capital Improvement budget by \$50,000 is to fund this planning project.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro shall enter into an affiliation agreement with the University of Arkansas Board of Trustees to provided services, as described in the attached affiliation agreement, for the Turtle Creek Wetland Partnership.

Section 2: The Capital Improvement budget is hereby amended to allocate \$50,000 to fund this project.

Section 3: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this affiliation agreement.

AFFILIATION AGREEMENT

This agreement is entered into this _____ day of _____ 2026, between Board of Trustees of the University of Arkansas acting for and on behalf of University of Arkansas, Fayetteville, hereinafter referred to as "UARK" and the City of Jonesboro, hereinafter referred to as "City."

I. PURPOSE OF THE AGREEMENT

It is understood that the participating institutions will cooperate in the Turtle Creek Wetland Partnership as described herein.

Arkansas communities face increasing challenges from urban runoff, nutrient loading, and downstream flooding. Stormwater retention ponds are widespread but are rarely optimized for nutrient removal, ecological enhancement, or public education. Many systems reduce peak flows but do not significantly address nitrogen (N), phosphorus (P), total suspended solids (TSS), or ecological function.

The proposed site drains into the Turtle Creek drainageway and contributes to regional watershed loading. Converting existing retention ponds into expanded permanent wetlands represents a scalable solution that can simultaneously:

- Improve nutrient and sediment removal
- Enhance biodiversity
- Provide climate resilience through increased infiltration and evapotranspiration
- Create measurable ecosystem service benefits
- Enable educational outreach opportunities

Despite the growth of green infrastructure practices, a knowledge gap exists in how urban wetland retrofits can serve dual roles as water treatment systems and structured, measurable youth learning environments. This project directly addresses Arkansas' need for applied research that improves water quality while building public stewardship capacity.

The study addresses critical Arkansas water challenges: nonpoint nutrient pollution, urban runoff management, and the need for applied, integrated, community-embedded water research within K-12 and Higher Education. Outcomes include peer-reviewed publications, applied design guidance for municipalities, and curriculum modules integrating sustainability and green infrastructure into K-12 education.

This research directly aligns with AWRC priorities by addressing water quality and supply issues, training students, and transferring results to stakeholders.

II. OBLIGATIONS OF UARK

1. An expansion of the permanent wetlands area, currently 25% of the property

Scope: Using EPA and region-specific wetland guidelines, UARK will craft at least three planting and grading design demonstrations of various levels of expansion percentages, types, performance, and impact while incorporating the criteria listed in items 2-5 below. Each concept will contain measurable metrics, benefits, and trade-offs for stakeholders to compare for preference.

Timeline: Summer and Fall 2026

Deliverables: Three (3) Expanded Wetland Design Concepts, including planting communities, and plan, section, and perspective drawings

2. Habitat Enhancement

Scope: As part of the wetland's expansion, research of habitat conditions will include but not be limited to the listed wildlife types: shoreline birds, reptiles, amphibians, and fish. In addition to researching and designing for these habitat needs, other characteristics will be defined, developed, and applied to the conceptual development of the expanded wetlands area.

Timeline: Summer and Fall 2026

Deliverables: Wildlife Vignettes demonstrating habitat needs, nesting, feeding, and essential characteristics

3. Access to Wetlands

Scope: Interior and exterior circulation schematics will be developed to allow visitors to experience the environmental, social, and economic benefits of the expanded wetlands. This can include but not be limited to raised boardwalks, ADA on-grade paths, and other site-appropriate amenities.

Timeline: Summer and Fall 2026

Deliverables: Circulation diagrams demonstrating different modes of transportation and areas of respite.

4. Outdoor Classroom Opportunities

Scope: A participatory, co-design workshop will be conducted with students and school staff to inform the design of an outdoor classroom space near the wetlands area. Co-design activities will be developed to elicit participants' experiences, preferences, and ideas related to outdoor learning and engagement with wetland environments. Methods may include hands-on making, mapping, observational

walks, and facilitated discussion. Insights generated through the workshop will be synthesized into key themes, spatial priorities, and design criteria that will inform the development of an outdoor classroom design concept.

Timeline: Fall 2026

Deliverables: Summary of co-design workshop including thematic analysis of participant input (needs, preferences, and opportunities). An annotated schematic plan for the outdoor classroom.

5. Data Collection

UARK will designate appropriate locations and frequency of data collection to collect quantitative (monitors, sensors, and surveys) and qualitative (photographs, notes, and observations) information regarding the project. This will include the development, installation, and operation of flow monitors, storm-event sampling, soil core samples, community engagement surveys, and floristic quality assessment indexes for wildlife.

Timeline: Summer 2026 to Summer 2027

Deliverables: Data sets of collected information that demonstrate strengths and limitations of design proposals

III. OBLIGATIONS OF THE CITY

1. Fund the local portion of the project at a rate of \$47,453, per the budget attached as Exhibit A, such payments to be made monthly as UARK submits documentation of expenses incurred.
2. Provide personnel time, services, facilities, and/or equipment as appropriate to conduct the project.
3. Use reasonable care to ensure that the property subject to this Affiliation Agreement is safe and fit for the purposes of UARK in conducting the activities called for by this Affiliation Agreement.

IV. UARK AND THE CITY JOINTLY AGREE THAT:

1. There will be no discrimination against a student or faculty member because of race, color, gender, religion, age, national origin, handicap, or veteran status in any aspect of this program.
2. In the event an accident or incident occurs during the student's participation in educational activities, UARK faculty, a representative from the City, and the student involved will prepare a written incident or accident report to be exchanged among all parties.
3. There will be ongoing, open communication between UARK and the City to

ensure understanding of the expectations and roles of both institutions in providing education for students.

4. This Affiliation Agreement in no way creates an employment relationship between the parties. Both UARK and City are independent contractors and neither has authority to act for or to bind the other.
5. If there is any confidential information, covered information, export controlled data, items, or information under any regulation not limited to ITAR and EAR, both parties agree to communicate in advance of providing such information/item so the applicable controls needed for protecting such information/item are assessed and the receiving party is able to determine if they have the resources and required time to implement such controls prior to agree with the receipt of such.

V. IMMUNITY

The University of Arkansas is an agency of the State of Arkansas. Both the Eleventh Amendment to the United States Constitution and Constitution of the State of Arkansas grant sovereign immunity to the State and its agencies. Because of the Constitutional grant of sovereign immunity, the University of Arkansas has no authority to enter into a covenant or agreement to hold a party harmless or to indemnify a party from damages. Any claim for damages against University of Arkansas must be presented to the Arkansas State Claims Commission.

Nothing in this Affiliation Agreement is intended to, nor shall it waive, the sovereign immunity of University of Arkansas. Any provision of this Affiliation Agreement which conflicts with the laws of the State of Arkansas is **null** and void.

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any contemporaneous or previous written or oral agreements, representations or undertakings concerning the matters and arrangements provided for in this Affiliation Agreement. No supplement, modification or amendment to this Affiliation Agreement will be binding unless such supplement, modification or amendment is in writing and signed by all parties.

VII. WAIVER

A waiver of any provisions of this Affiliation Agreement will not be considered a waiver of any other provision, whether or not similar, nor will any waiver on one occasion constitute a continuing or permanent waiver.

VIII. NOTICE

Any request, notice or other communication to be given under this Affiliation Agreement must be in writing and delivered personally or by messenger, private mail, courier service, facsimile or sent by registered, certified mail, return receipt

requested, or postage prepaid, as follows:

To Bob Davis
AVC, Research & Innovation
Office of Sponsored Programs
1125 W. Maple Street
316 Administration Building
Fayetteville, AR 72701
Tel: 479-575-6846
Email: ospdir@uark.edu

To City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401

All notices will be considered effective (i) upon receipt if delivered personally or by messenger or private mail courier, (ii) on the business day of successful transmission by facsimile or (iii) otherwise on the third business day after deposit in the U.S. mail.

IX. HEADINGS

Captions of the articles and sections of this Affiliation Agreement are for convenience only and must not be interpreted or construed to explain, modify, amplify or aid in the interpretation, construction or meaning of any provision of this Affiliation Agreement.

X. SUCCESSORS

The terms and agreements herein shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

XI. ADDITIONAL DOCUMENTS

The parties shall execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Affiliation Agreement.

XII. SEVERABILITY

Any provisions herein declared invalid under any law shall not invalidate any other provision of this Affiliation Agreement.

XIII. APPLICABLE LAW

This Affiliation Agreement and the documents provided for herein shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

XIV. This Affiliation Agreement will be reviewed by each party annually or when requested by either party and shall be in effect until December 31, 2027. The Affiliation Agreement may be terminated by giving thirty (30) days' written notice following failure of any party to meet the obligations set out in the Agreement and, where such failure is capable of cure, fails to cure such failure within the thirty (30) day notice period. If the Affiliation Agreement is terminated, City shall pay all outstanding invoices for work performed up to and including the date of termination.

XV. It is understood that this Affiliation Agreement shall be interdependent. UARK and the City will derive the greatest benefits by promoting the interests of both parties, thereby rendering the best service to the public.

XVI. This Affiliation Agreement may be executed in any number of counterparts. Signatures to this Affiliation Agreement may be transmitted by facsimile transmission, by scanned copies of signatures in portable document format ("PDF") delivered via electronic mail, or by any other electronic means intended to preserve the electronic signature of a party. Together with the Affiliation Agreement, such signatures will have the same effect as physical delivery of the paper document bearing an original signature. Each counterpart shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.

Signatures to Follow

CITY OF JONESBORO

**BOARD OF TRUSTEES OF THE UNIVERSITY
OF ARKANSAS ACTING FOR AND ON
BEHALF OF UNIVERSITY OF ARKANSAS,
FAYETTEVILLE**

Harold Copenhaver, Mayor

Bob Davis, AVC, Research & Innovation

Date

Date

ATTEST:

April Leggett, City Clerk

EXHIBIT A. - Proposed Budget

<i>Cost Category</i>	<i>City of Jonesboro (\$)</i>
Salaries and Wages	
PI – Phillip Zawarus	15,450
Co-PI – Lily Mank	8,297
Co-PI – Ken McCown	--
Scott Biehle	2,344
Total Salaries and Wages	26,091
Fringe Benefits	
Total Fringe Benefits	4,070
Total Supplies	
Environmental Sensors	1,000
Planting Material	4,000
Co-Design Workshop Supplies	750
Total Equipment	--
Total Services or Consultants	--
AWRC Water Sample Testing	500
Total Travel	1000
Total Other Direct Costs	--
Hosted Workshops	250
Undergraduate Students	--
Total Other Direct Costs	7,500
Indirect Costs (UA Rate of 26%)	9,792
Total Project Costs	47,453