

A G E N D A

FORT SMITH PORT AUTHORITY

MEETING

Thursday, February 20, 2020

Bank OZK Building
5401 Rogers Avenue
Fort Smith, Arkansas

TIME: 11:30 a.m.

1. Call to order – Larry Combs, Chair
2. Roll Call
3. Approve minutes of:
 - a. January 8, 2020 regular meeting
4. Treasurer’s Report – Dustin Collyge, Treasurer
 - a. Port Authority Bank Statements
 - b. Ratification of bills paid to date
 - c. Authorization of outstanding invoices & expenditures
5. Operations Reports – Five Rivers Distribution
 - a. Operator’s Report
6. Business Items for discussion:
 - a. Port of Fort Smith reconstruction updates – Studio 6 and/or Hubbs Construction
 - b. Consider engagement letter with Landmark CPA’s to prepare financial statements for the year ended December 31, 2019.
7. Other discussion items.
8. Next meeting: To be determined.
9. Adjourn

City of Fort Smith
Port Authority Meeting
11:30 a.m. Wednesday, January 8, 2020
Bank OZK Building
5401 Rogers Avenue
Fort Smith, Arkansas

MINUTES

The Fort Smith Port Authority scheduled its regular quarterly meeting at 11:30 a.m. on Wednesday, January 8, 2020 at the Bank OZK building, 5401 Rogers Avenue, Fort Smith, Arkansas.

The meeting was called to order by Eddie Norman at 11:50 a.m. and a quorum was noted present. Other Port Authority members present were Philip Doss and Dustin Collyge. Chad Lane and Larry Combs were absent and excused. Others present were Marty Shell of Five Rivers Distribution and Jeff Dingman of the City of Fort Smith.

The minutes of the October 31, 2019 regular meeting and the December 2, 2019 special meeting were presented. Mr. Doss moved approval of both. Mr. Collyge seconded, and the motion carried unanimously.

Mr. Collyge reviewed the Port Authority's bank account statements for the months comprising the fourth quarter of 2019. As of December 31, 2019 the balance of the operating account was \$2,800,995.79 due to the deposit of insurance proceeds on December 9. It was noted that the insurance proceeds were first deposited to the grant project account, but then transferred to the operating account the same day. As of December 31, 2019 the balance of the grant project account was \$325,210.74 due to the deposit of grant funds from the Arkansas Waterways Commission on December 5 and the transfer of matching funds from the operating account on November 5. All expenditures to date were reviewed and ratified.

Mr. Collyge presented outstanding invoices for consideration. It was noted that invoices related to scale replacement and railroad spur repairs should be paid from the grant project account in order to use the Arkansas Waterways Commission grant funds. The invoices presented were as follows:

1. Invoice dated December 26, 2019 from System Scale in the amount of \$62,177.77 for the purchase, sales tax, and freight related to the procurement of truck/freight scales to replace the scales destroyed by the 2019 flood. Scales have been delivered and are on-site at Navy Road. Previous Port Authority authorization for the purchase of these scales did not reflect the sales tax amount or correct freight amount. Mr. Doss moved approval to pay this invoice from the grant project account. Mr. Collyge seconded and the motion carried by a vote of three in favor, zero opposed.
2. Invoice dated December 21, 2019 from APAC in the amount of \$2,830.65 for the purchase of railroad ballast related to work to repair the rail spur and rail bridge. Mr. Doss moved approval to pay this amount from the grant project account. Mr. Collyge seconded and the motion carried by a vote of three in favor, zero opposed.
3. Invoice dated December 21, 2019 from APAC in the amount of 839.06 for purchase of commercial base and rip rap related to work to repair the rail spur and rail bridge. Mr.

Doss moved approval to pay this amount from the grant project account. Mr. Collyge seconded and the motion carried by a vote of three in favor, zero opposed.

4. Invoice dated December 31, 2019 from Trac-Works, Inc. in the amount of \$41,813.03 for work to repair the railroad spur track and bridge. This amount includes the original quote of \$35,601.42 to repair the railroad track, plus \$6,211.61 related to Change Order No. 1 for the replacement of 15 additional crossties. Mr. Shell reported that this work has been completed and approved for service by the A&M railroad, and noted that a second change order would be forthcoming related to the repair of the deck on the bridge, but that work is not yet complete. Mr. Doss asked about documentation of the work completed, and Mr. Shell reported that he is documenting progress with lots of pictures before, during, and after work is completed. Mr. Doss moved approval to pay this amount from the grant project account. Mr. Collyge seconded and the motion carried by a vote of three in favor, zero opposed.
5. Invoice dated December 31, 2019 from Cameron Hubbs Construction, Inc. in the amount of \$33,390 for the contractor's cost related to insurance and bonding of the Port of Fort Smith reconstruction project. These costs are based on actual costs for such policies as project expenses, and therefore not submitted through the pay application verification process. Future project payments will be submitted through Studio 6 for verification of payment due based on materials quantities purchased and work completed. Mr. Doss moved approval to pay this invoice from the operating account. Mr. Collyge seconded, and the motion carried by a vote of three in favor, zero opposed.
6. Invoice dated December 12, 2019 from Anderson Surveying, Inc. in the amount of \$1,000 for field surveys & office calculations of the Port of Fort Smith project site. Such is part of the expenses noted and authorized when the Studio 6 design services agreement was approved. David Conyers of Studio 6 reported that there will be a bit more expense from Anderson upon completion of the project to verify grades. Mr. Doss moved approval to pay this invoice from the operating account. Mr. Collyge seconded, and the motion carried by a vote of three in favor, zero opposed.
7. Invoice dated January 8, 2020 from GTS, Inc. in the amount of \$3,985 for geotechnical engineering services at the Port of Fort Smith project site. Such is part of the expenses noted and authorized when the Studio 6 design services agreement was approved. Mr. Conyers reported that this completes the geotechnical work required, and that these services combined with the survey services actually cost considerably less than the amount originally allocated. Mr. Doss moved approval to pay this invoice from the operating account. Mr. Collyge seconded, and the motion carried by a vote of three in favor, zero opposed.
8. Invoice dated January 8, 2020 from Studio 6 Architects in the amount of \$73,592.50. Such amount included \$3,842.50 for pre-design/design services and \$69,750 for partial payment of construction documents, which are at 75% completion. Mr. Doss moved approval to pay this invoice from the operating account. Mr. Collyge seconded, and the motion carried by a vote of three in favor, zero opposed.
9. Mr. Collyge noted that the Port Authority received notice for its membership renewal in the Arkansas Oklahoma Port Operators Association in the amount of \$250. Mr. Doss

moved approval to pay this invoice from the operating account. Mr. Collyge seconded, and the motion carried by a vote of three in favor, zero opposed.

Mr. Shell delivered the Tonnage Report and the Operator's Report. Tonnage at the Port of Fort Smith totaled 2,550.04 net tons for the quarter, all of it actually received at the Port of Van Buren but attributed to customers that use the Port of Fort Smith. Tonnage attributed to the Port of Van Buren totaled 29,848.36 net tons for the quarter for a total of 32,398 net tons attributed to both facilities for the quarter.

Mr. Norman asked about the future prospects for Port of Fort Smith customers. Mr. Shell said that most have found other modes of transportation, particularly since costs for freight by truck are currently relatively low. Many bulk freight customers that moved to truck haven't come back to freight by barge yet. When the aftermath from the flood settles and the Port of Fort Smith is ready to reopen, it will be a struggle to replace the business and customers that were lost, but the low price of freight by barge should eventually entice them to reconsider. Tariffs also have an impact on the customers that typically use freight by barge for their products or raw materials. Regardless, the business that was destroyed or displaced by the flooding will take years to recover. Mr. Doss moved approval of the Tonnage Report and Operators Report. Mr. Collyge seconded, and the motion carried three in favor, zero opposed.

Mr. Norman asked for a report on the status of the reconstruction project. Mr. Conyers reported that construction drawings are at 75% complete. Civil drawings for elevations and dirt work are nearly complete, and Mr. Hubbs is actively seeking proposals from dirt work contractors to go ahead and start with that work. Mr. Hubbs indicated that he hopes to have dirt work started on site by the end of the month. Mr. Hubbs is also working with specifications and soliciting pricing on the buildings so that he can prepare to get them ordered. Upon completion of the construction drawings and the culmination of soliciting pricing, Mr. Hubbs will be able to determine and estimated schedule of values and an overall project cost in order to see how it compares to the Port Authority's project budget. After that review, he will compile his Guaranteed Maximum Price for the Port Authority's approval at a future meeting. Mr. Norman asked if Mr. Hubbs was soliciting local contractors for this work, to which Mr. Hubbs affirmed he was. Mr. Conyers also explained that the City of Fort Smith building department is allowing them to piecemeal the project plans so items like the dirt work can proceed while the remainder of the construction drawings are being finished.

It was discussed that the Port Authority should plan to meet more regularly than quarterly for the next few months in order to deal with project questions and approve disbursements on a more regular basis, of course allowing for special meetings if needed. The next meeting of the Port Authority will be scheduled for Thursday, February 20, 2020.

The Port Authority thanked Mr. Doss and Bank OZK for continuing to arrange and provide lunch for its meetings. There being no further business before the body, the meeting adjourned at 12:45 pm.

Respectfully submitted,



Jeff Dingman
Deputy City Administrator
City of Fort Smith, Arkansas



Call 800-274-4482

Email info@ozk.com

Visit ozk.com

Member FDIC

*****AUTO**ALL FOR AADC 727

64047 0.6580 AB 0.419 204 2 7



CITY OF FORT SMITH PORT AUTHORITY

GRANT ACCOUNT

623 GARRISON AVE

FORT SMITH AR 72901-2508

Statement Date: 01/31/2020

Account Number: [REDACTED]

GO GREEN WITH ESTATEMENTS! SIGN-UP FOR ESTATEMENTS IN ONLINE BANKING AT OZK.COM & DOWNLOAD OUR MOBILE APP TO ENJOY THE CONVENIENCE OF MOBILE BANKING!

PUBLIC FUND CHECKING ACCOUNT - [REDACTED]

PREVIOUS STATEMENT BALANCE AS OF 12/31/19:	325,210.74
PLUS 1 DEPOSITS AND OTHER CREDITS:	11.58
LESS 4 CHECKS AND OTHER DEBITS:	107,660.71
CURRENT STATEMENT BALANCE AS OF 01/31/20:	217,561.61
NUMBER OF DAYS IN THIS STATEMENT PERIOD:	31

CHECK TRANSACTIONS

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
101	01/17	62,177.77	103	01/14	2,830.85
102	01/14	839.06	104	01/17	41,813.03

OTHER TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
01/31	INTEREST		11.58

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE	TOTAL PREVIOUS YEAR
TOTAL OVERDRAFT FEES	0.00	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00	0.00

BALANCE BY DATE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
01/14	321,540.83	01/17	217,550.03	01/31	217,561.61		

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST PAID YEAR TO DATE: 11.58

INTEREST EARNED THIS STATEMENT PERIOD

AVERAGE LEDGER BALANCE:	272,761.69
INTEREST EARNED:	11.58
INTEREST PAID THIS PERIOD:	11.58
ANNUAL PERCENTAGE YIELD EARNED:	.05%
INTEREST RATE:	.05%



CITY OF FORT SMITH PORT AUTHORITY
 GRANT ACCOUNT
 823 GARRISON AVE
 FORT SMITH, AR 72903

101
 01-727/020
 1029

PER ENV
 Date: 1/8/20
 Key: 62177.77
 Initials: JCS/SA

Pay to the Order of: System Scale \$ 62,177.77
 Sixty-two thousand one hundred seventy-seven dollars & 77/100 Dollars

BANK of the OZARKS
 www.bankoftheozarks.com • MEMBER FDIC

For Scales

[Signature]

⑈0006217777⑈

101 \$62177.77 01/17/2020

JPMORGANCHASE BK NA CR TO NMD
 011620 >074909862< PAYEE ALL
 38893664 0733492 RTS RSVD
 00853938 124 000000885005707

101 \$62177.77 01/17/2020

CITY OF FORT SMITH PORT AUTHORITY
 GRANT ACCOUNT
 823 GARRISON AVE
 FORT SMITH, AR 72903

102
 01-727/020
 1029

Date: 1/8/20

Pay to the Order of: APAC \$ 839.06
 Eight hundred thirty-nine dollars & 06/100 Dollars

BANK of the OZARKS
 www.bankoftheozarks.com • MEMBER FDIC

For Big Exp for PE Truck

[Signature]

102 \$839.06 01/14/2020

Seq: 8
 Dep: 037023
 Date: 01/14/20

FOR DEPOSIT ONLY
 APAC-Int
 Apac-Cent
 Central
 Deposited by Meridell DEPOSIT

102 \$839.06 01/14/2020

CITY OF FORT SMITH PORT AUTHORITY
 GRANT ACCOUNT
 823 GARRISON AVE
 FORT SMITH, AR 72903

103
 01-727/020
 1029

Date: 1/8/20

Pay to the Order of: APAC \$ 2830.85
 Two thousand eight hundred thirty dollars & 85/100 Dollars

BANK of the OZARKS
 www.bankoftheozarks.com • MEMBER FDIC

For Balloon for PE Truck

[Signature]

103 \$2830.85 01/14/2020

Seq: 9
 Dep: 037023
 Date: 01/14/20

FOR DEPOSIT ONLY
 APAC-Int
 Apac-Cent
 Central
 Deposited by Meridell DEPOSIT

103 \$2830.85 01/14/2020

CITY OF FORT SMITH PORT AUTHORITY
 GRANT ACCOUNT
 823 GARRISON AVE
 FORT SMITH, AR 72903

104
 01-727/020
 1029

Date: 1/8/20

Pay to the Order of: Two-Walk Two \$ 41813.03
 Forty-one thousand eight hundred thirteen dollars & 03/100 Dollars

BANK of the OZARKS
 www.bankoftheozarks.com • MEMBER FDIC

For Repair PE Trucks

[Signature]

104 \$41813.03 01/17/2020

01/16/2020 Electronically Captured

2799501/16/2020

FOR DEPOSIT ONLY

104 \$41813.03 01/17/2020





Call 800-274-4482

Email info@ozk.com

Visit ozk.com

Member FDIC

*****AUTO**ALL FOR AADC 727

64048 0.6580 AB 0.419 204 2 8



CITY OF FORT SMITH PORT AUTHORITY

OPERATING ACCOUNT

623 GARRISON AVE

FORT SMITH AR 72901-2508

Statement Date: 01/31/2020

Account Number: [REDACTED]

GO GREEN WITH ESTATEMENTS! SIGN-UP FOR ESTATEMENTS IN ONLINE BANKING AT OZK.COM & DOWNLOAD OUR MOBILE APP TO ENJOY THE CONVENIENCE OF MOBILE BANKING!

PUBLIC FUND CHECKING ACCOUNT [REDACTED]

PREVIOUS STATEMENT BALANCE AS OF 12/31/19:	2,800,995.79
PLUS 3 DEPOSITS AND OTHER CREDITS:	54,718.33
LESS 4 CHECKS AND OTHER DEBITS:	111,967.50
CURRENT STATEMENT BALANCE AS OF 01/31/20:	2,743,746.62
NUMBER OF DAYS IN THIS STATEMENT PERIOD:	31

CHECK TRANSACTIONS

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
108	01/13	33,390.00	110	01/27	3,985.00
109	01/13	73,592.50	111	01/21	1,000.00

OTHER TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
01/30	DIRECT PAY STATE OF ARK 20*A*2020287013 *0995		28,971.15
01/31	INTEREST		116.23
01/31	DIRECT PAY STATE OF ARK 20*A*2020289152 *0995		25,630.95

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE	TOTAL PREVIOUS YEAR
TOTAL OVERDRAFT FEES	0.00	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00	0.00

BALANCE BY DATE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
01/13	2,694,013.29	01/27	2,689,028.29	01/30	2,717,999.44	01/31	2,743,746.62
01/21	2,693,013.29						

PAYER FEDERAL ID NUMBER: 71-0130170

INTEREST PAID YEAR TO DATE: 116.23

INTEREST EARNED THIS STATEMENT PERIOD

AVERAGE LEDGER BALANCE:	2,737,124.20
INTEREST EARNED:	116.23
INTEREST PAID THIS PERIOD:	116.23
ANNUAL PERCENTAGE YIELD EARNED:	.05%
INTEREST RATE:	.05%



CITY OF FORT SMITH PORT AUTHORITY OPERATING ACCOUNT 108
623 GARRISON AVE FORT SMITH, AR 72903
1/8/20
Pay to the Order of Cameron Hubbs Construction \$33,390.00
Thirty-three thousand three hundred ninety dollars
BANK of the OZARKS
For December Insurance + Bonding

108 \$33390.00 01/13/2020

2020011000084171132
084201278 29415 16.21
BANCORPSOUTH 581
TUPELO, MS 38801
FOR DEPOSIT ONLY
BANCORPSOUTH 581
TUPELO, MS 38801

108 \$33390.00 01/13/2020

CITY OF FORT SMITH PORT AUTHORITY OPERATING ACCOUNT 109
623 GARRISON AVE FORT SMITH, AR 72903
1/8/20
Pay to the Order of Sandoz Architects \$73,592.50
Seventy-three thousand five hundred ninety-two dollars + 50/100
BANK of the OZARKS
For Design Services

109 \$73592.50 01/13/2020

>082900319< 20200110
FIRST NATIONAL BANK FORT SMITH
FOR DEPOSIT ONLY

109 \$73592.50 01/13/2020

CITY OF FORT SMITH PORT AUTHORITY OPERATING ACCOUNT 110
623 GARRISON AVE FORT SMITH, AR 72903
1/8/20
Pay to the Order of GTS, Inc. \$3,985.00
Three thousand nine hundred eighty-five dollars
BANK of the OZARKS
For Geotechnical Services

110 \$3985.00 01/27/2020

>082908858<
Legacy National Bank
Springdale, AR
9900092303 2020-01-24
GTS Inc
Captured On: 2020-01-24
For Deposit Only

110 \$3985.00 01/27/2020

CITY OF FORT SMITH PORT AUTHORITY OPERATING ACCOUNT 111
623 GARRISON AVE FORT SMITH, AR 72903
1/8/20
Pay to the Order of Anderson Surveying \$1,000.00
One thousand dollars + 00/100
BANK of the OZARKS
For Field Surveys

111 \$1000.00 01/21/2020

0424 868030033928
01/17/2020 >082900872< Arvest Bank
4 #0130 4:42 PM
C-868030
0424.0130 868030033928
FOR DEPOSIT ONLY
Anderson Surveying

111 \$1000.00 01/21/2020



136



Make all checks payable to:

Remittance Address:

P.O. Box 550
Ennis, TX 75120
(972) 875-6565

Ennis, TX (972) 875-2232	Amarillo, TX (806)383-2591	Ft. Worth, TX (817) 834-4787	Houston, TX (713) 681-0586	San Antonio, TX (210) 333-3714	Schriever, LA (985) 447-7091	Sulphur, LA (337) 527-7992
Shreveport, LA (318) 222-2735	Broken Arrow, OK (918) 251-3106	Little Rock, AR (501) 568-4144	Saraland, AL (251) 679-0212	Memphis, TN (901) 942 - 0212	Kansas City, KS (913) 764-7055	

Date: 1/30/2020

Five Rivers Distribution
Paperless: Marty@fiveriversdist.com
200 Navy Road
Ft. Smith, AR 72901

TWI Invoice No: 111519
Purchase Order No: FSPA-AWC grant fund
Work Performed In: Ft. Smith, AR 72901
During Month Of: January, 2020
TWI Job No: 119050

DESCRIPTION OF WORK	AMOUNT	TOTAL
REPAIR/MAINTENANCE		
REVISED CONTRACT AMOUNT:	\$50,228.36	
Previously Invoiced	\$41,813.03	
As per original bid #A-0463 dated 8/20/19 with two change orders: All original work and both change orders are complete. Job site is left neat and safe.		
BILLING SUMMARY:		
AMOUNT DUE FOR WORK PERFORMED	\$8,415.33	
	Subtotal:	\$8,415.33
	Retainage:	\$0.00
TOTAL DUE THIS INVOICE		\$8,415.33
THANK YOU!		
PLEASE REMIT TO: P.O. BOX 550 • ENNIS, TEXAS 75120		

DUE AND PAYABLE ON
RECEIPT OF THIS INVOICE

100% EMPLOYEE-OWNED

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): Port Authority of City of FS
200 Navy Road
Fort Smith, AR 72901

PROJECT: FSPA-Rebuild of Port Facility
200 Navy Road
Fort Smith, AR 72901

APPLICATION NO: 2
PERIOD TO: 1/31/2020

DISTRIBUTION TO:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Cameron Hubbs Construction, Inc
3409 Owen Street
Van Buren, AR 72956

VIA (ARCHITECT): Studio 6 Architects
David Conyers
1120 Garrison Ave Suite 1A
Fort Smith, AR 72901

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Rebuild of Port Facility

CONTRACT DATE: 11/4/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	916,331.84
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	916,331.84
4. TOTAL COMPLETED AND STORED TO DATE	\$	357,932.32
5. RETAINAGE:		
a. 0.00% of Completed Work	\$	0.00
b. 0.00% of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	357,932.32
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	33,390.00
8. CURRENT PAYMENT DUE	\$	324,542.32
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	558,399.52
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	0.00

CONTRACTOR: Cameron Hubbs Construction, Inc
3409 Owen Street Van Buren, AR 72956

By: _____ Date: 2/17/2020

CAMERON HUBBS
PRESIDENT
State of AR
County of
Subscribed and sworn to before me this
Notary Public
My Commission Expires

7 Day of February 20 20

11/30/2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 324,542.32 *ok puc*
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are charged to conform to the amount certified.)

ARCHITECT: Studio 6 Architects Date: 2/14/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): Port Authority of City of FS
200 Navy Road
Fort Smith, AR 72901

PROJECT: FSPA-Rebuild of Port Facility
200 Navy Road
Fort Smith, AR 72901

APPLICATION NO: 2
PERIOD TO: 1/31/2020

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Cameron Hubbs Construction, Inc
3409 Owen Street
Van Buren, AR 72956

VIA (ARCHITECT): Studio 6 Architects
David Conyers
1120 Garrison Ave Suite 1A
Fort Smith, AR 72901

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Rebuild of Port Facility

CONTRACT DATE: 11/4/2019

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Insurance & Bonding	37,131.00	31,500.00	5,631.00	0.00	37,131.00	100.00	0.00	0.00
2	Testing/Layout	10,000.00	0.00	10,000.00	0.00	10,000.00	100.00	0.00	0.00
3	Pre-Construction Phase Services	32,500.00	0.00	16,250.00	0.00	16,250.00	50.00	16,250.00	0.00
4	Storage Buildings & Erection	784,833.00	0.00	274,291.00	0.00	274,291.00	34.95	510,542.00	0.00
5	Construction Manager Fee	51,867.84	1,890.00	18,370.32	0.00	20,260.32	39.06	31,607.52	0.00
REPORT TOTALS		\$916,331.84	\$33,390.00	\$324,542.32	\$0.00	\$357,932.32	39.06	\$558,399.52	\$0.00



TENSION FABRIC STRUCTURES

Sales & Installation

CONTRACT

SALES AND INSTALLATION CONTRACT

THIS AGREEMENT, made this 29th day of January, 2020 between Cameron Hubbs Construction, ('**Buyer**'), 3409 Owens St VanBuren AR 72956, and Legacy Building Solutions, Inc. ('**Seller**'), 19500 County Road 142, South Haven, MN 55382, a Minnesota corporation.

RECITALS

Upon the terms and conditions set forth below, the 'Seller' wishes to supply and install the Legacy Building Solutions, Inc. products ('**Product**') and the 'Buyer' wishes to purchase and have installed the same 'Product'.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual covenants contained in this Agreement the parties agree as follows:

1. **SALE OF PRODUCT.** Seller agrees to sell and Buyer agrees to purchase products (the "**Product**") listed on the attached Scope of Supply/Contract Proposal, which is included as **Exhibit "A."**
2. **SALE OF SERVICES.** Seller agrees to perform the installation work provided on the dated plans and Scope of Work/Contract Proposal documents which Seller has provided to Buyer (the "**Work**"). The scope of work for the installation of the Product are included as part of **Exhibit "A."**
3. **SITE** The location for the installation of the Legacy Building Solutions, Inc. Product is 200 Navy Road, Fort Smith, Arkansas_ (the "**Site**").
4. **CONTRACT PRICE.** Seller agrees to sell and install the Product to the Buyer for a total price of \$ 784,833.00 (the "**Purchase Price**").
5. **PAYMENT TERMS.** Buyer shall pay Seller the Purchase Price as follows:
 - a) A down Payment of 35% (\$274,291.00) on or before 3.5.20
 - b) Periodic Payments of:

35% upon Delivery of Material (\$274,291.00)

	_____
Buyer	Seller
Initial	Initial

30% upon Substantial Completion (\$236,251.00)

5% Retainage deducted off of the Substantial Completion Payment held until full project completion estimated October 1st 2020

ALL *COFF* *1/29/20*
(5)

- c) If Buyer requests, or causes, the delay of material shipment to site, storage charges of \$200-per-day-per-truckload will start to accrue two weeks after Buyer is notified that materials are ready to ship. The storage charges will accrue per-load until the day each load is delivered to site.
- d) If Buyer requests, or causes, the delay of material shipment to site, all Periodic Payments up to, and including, payments due upon material delivery will be due immediately. Receipt of Periodic Payments does not remove Buyer's obligation to pay storage charges, as applicable.
- 6. **BALANCE.** The balance of the purchase price must be made within 30 days of delivery. Until the Purchase Price in paid-in-full, Seller will have a purchase-money security interest in the Product under the Uniform Commercial Code including all the rights and powers which accompany it.
- 7. **BUYER'S WORK-RELATED OBLIGATIONS.** Buyer will insure or provide the following:
 - 7.1. A work ready job Site level and free of obstructions.
 - 7.2. The job Site must include a 20' perimeter around the building that is clear and flat for working. Seller is not responsible for damage to anything within a 20' perimeter of the building. If there is not a 20' perimeter around the building additional charges will be assessed by 'Construction Change Order' to the Contract Price contained in **Section 4** above.
 - 7.3. Buyer must forward photos of the building site, ten to fourteen (10-14) days, prior to crew mobilizing to site to begin the installation process. Seller's installation crew will not mobilize to site until photographic evidence of site conditions and site preparedness is received.
 - 7.4. The structure footprint must be clear of all obstructions. Seller is not responsible for any damage to protrusions that are not clearly marked and identified prior to start of installation.

COFF | _____
Buyer Seller
Initial Initial

- 7.5. There must be no restrictions on working hours, noise, or the use of work lights at night except as noted in Exhibit A
- 7.6. The foundation must be completed with proper time to cure prior to start of installation. In the event the Site is not ready by the start date, Buyer agrees to pay reasonable hourly rates for the time it takes to get the Site ready to work on. (Construction Change Order)
- 7.7. Buyer agrees to reimburse Seller for all expenses incurred as a result of an unprepared Site, (i.e. rebooking of airline tickets, mileage, hotel, payroll expenses, equipment rental, etc.).
- 7.8. Buyer understands that they are responsible for all additional expenses related to any union complications, including but not limited to: re-scheduling of hours (i.e. working through the night), delays due to picket lines, or complete jobsite shut-down. Should there be a complete shut-down, Buyer understands that any funds already received by Seller are NOT refundable.
- 7.9. Buyer is responsible for all permitting, inspection costs and scheduling.
- 7.10. Buyer is responsible for providing a dumpster on Site.
- 7.11. Buyer is responsible for snow removal on job site during construction.
- 8. **SELLER'S WORK-RELATED OBLIGATIONS.** Seller is responsible for the following:
 - (a) All travel and lodging expenses of install crews.
 - (b) Provide equipment and labor to complete the Work.
 - (c) Provide workers compensation insurance for Legacy employees providing labor to the Site.
 - (d) Perform the Work according to the Plans and Scope of Work.
- 9. **CHANGES TO THE WORK (CHANGE ORDERS).**
 - 9.1. **Written Change Order Required.** Buyer understands that there are no oral agreements between Buyer and Seller. Changes to the Supply or Services under this contract must be changed in writing on a separate Sales or Construction Change Order form, and signed by both Buyer and

	_____
Buyer	Seller
Initial	Initial

Seller. If there is a discrepancy between documents, Signed Change Orders shall take precedence over this Agreement.

- 9.2. **Change Order Fee and Payment.** Seller may charge Buyer the cost of materials and labor and an additional 10% administrative fee, for each Change Order. Change Order fees are intended to cover Seller's additional administrative and other related costs, are non-refundable, and are not credited toward other amounts, which Buyer owes Seller.

Payment for each Change Order is due upon completion of the Change Order work and Seller's submittal of an invoice to Buyer.

10. **NONPAYMENT.**

- 10.1. **Interest.** If Buyer fails to make any payment due under this Contract, interest will accrue on all unpaid amounts at the rate of 1.5% per month, or the highest amount allowed by law, whichever is less.
- 10.2. **Attorney's Fees.** If Seller is required to incur costs or attorneys' fees to enforce this Contract's payment terms, such amounts will be added to the amounts owed by Buyer to Seller.
- 10.3. **Suspension of Work for Non-payment.** If Buyer fails to make any payments due to Seller under this Contract's terms, Seller may stop work without further notice. Buyer will be liable to Seller for all payments due up to the time work is stopped, and for all losses sustained by Seller on materials, machinery, equipment or tools, overhead, profit, soft costs and damages. Seller will only restart work after Buyer has paid all money due Seller and Seller is satisfied that Buyer has the ability to pay for the remaining work.
- 10.4. **Other Installer Remedies for Non-payment.** If Buyer fails to make progress payments or other amounts due to Seller under this Contract, Seller will have the right to (1) terminate this Contract, (2) retain all deposits, fees and progress payments Buyer has made, (3) place liens upon the Site for payment of any other amounts owed, and (4) foreclose any liens placed on the Site if the amounts due, including costs and interest, are not paid in full. Seller's exercise of any option shall not preclude the exercise of the other options.

- 11. **TERMINATION.** Except in the case of an actual breach of the contract, neither party shall have the power to terminate the contract unilaterally; both parties must act together to terminate the contract, and a termination may be accomplished



Buyer Seller
Initial Initial

only by a writing signed by both parties. Where the contract is unilaterally terminated by Buyer or terminated by Seller following the breach, insolvency or bankruptcy of Buyer, Buyer shall be liable for the damage to Seller. Said damages shall include all consequential and incidental damages to Seller resulting from said termination, including without limitation, Seller's lost profit and costs, including Product and materials, incurred by Seller in beginning performance under the contract and in suspending its performance, including all resulting liability incurred with third parties. Where the contract is unilaterally terminated by Seller or terminated by Buyer following the breach, insolvency or bankruptcy of Seller, Seller shall be liable for the damages to Buyer. Said damages shall include, but are not limited to, all consequential and incidental damages resulting from said termination, including all resulting liability incurred with third parties.

12. **BUYER NON-COOPERATION.** Seller may suspend the Work upon the occurrence of any of the following: (1) Seller reasonably believes that Buyer is not cooperating in completing the Work, (2) Buyer places unreasonable demands on Seller or Seller's subcontractors, (3) Buyer fails or refuses to furnish Seller with access to the Site, or (4) Buyer has not or is not complying with any of this Contract's terms. Upon notice of suspension of the Work for any of the above reasons, Buyer must provide Seller with assurances satisfactory to Seller of Buyer's willingness and ability to meet all of Buyer's obligations under this Contract. If the Work has stopped for any reason for more than 30 days, Seller may terminate this Contract and recover from Buyer payment for all work completed, and for all losses sustained by the Seller on all materials, machinery, equipment or tools, overhead, soft costs, profit and damages.

13. **TIME DELAYS.**

13.1. **Delays After Contract Signature.** If the start of the Work is delayed more than sixty (60) days from this Contract's date, due to delays caused by Buyer or Buyer's lender, Seller will have the right to increase the total price under this Contract by an amount calculated at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less, beginning on the 61st day of delay. If the cost of materials or labor has increased by more than 5% before the Work is started, Seller may terminate this Contract; request a Material and Labor Change Order for the increase or return any down payment less engineering and cost of goods manufactured to the Buyer.

13.2. **Delays After the Start of Construction.** If the Work is delayed for more than five (5) days by Buyer after Seller has started the Work, Seller will

	_____
Buyer	Seller
Initial	Initial

have the right to increase the total purchase price by an amount calculated at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less, beginning on the 4th day of delay. Any additional amounts due because of delays will be added to the next progress payment due, and Buyer's failure to pay these additional amounts will be considered an event of default.

13.3. **Delays Outside of Seller's Control.** Buyer agrees that Seller is not responsible for delays in completing the Work due to weather,

14. **CONCEALED CONDITIONS.**

14.1. **Price Based Upon Existing Observations.** This Contract and the price are based solely on Seller's observations at the time of entering into this Contract.

14.2. **Unforeseen Conditions Require Change Order.** If additional concealed conditions are discovered once the Work has commenced, which conditions were not visible at the time of entering into this Contract, Seller will identify the unforeseen conditions, and Buyer and Seller will execute a Change Order for any additional work.

15. **BUYER'S INSURANCE AND SELLER'S INSURANCE.**


15.1. **Buyer to Purchase Liability Insurance.** Prior to Seller beginning the Work, the Buyer will provide Seller with a copy of Buyer's property insurance policy, to include a builder's risk coverage, showing coverage for property damage, personal injury and liability claims for all material and labor supplied by Seller for the Work, whether affixed to the real property or just delivered to the Site. Such policy shall be an "all-risk" Builders Risk policy with Seller named as 'additionally insured' on the policy. Buyer is required to provide Seller a Certificate of Insurance ten (10) days prior to scheduled start date.

 | _____
Buyer Initial Seller Initial

Policy Number will be provided to Legacy prior to Construction if there is no number at time of contract.

Insurance Carrier: BERKLEY FIRE & MARINE UNDERWRITERS
Policy Number: MIM 1031917-50

16. **PERFORMANCE AND PAYMENT BONDS.** Any Performance and Payment Bonds associated with this contract shall guarantee that the work will be free of

 | _____
Buyer Initial Seller Initial

defective materials and workmanship for a period of twelve (12) months following the completion of the contract. Any additional warranty or guarantee whether expressed or implied is extended by the principal or manufacturer only, and the surety assumes no liability for such a guarantee.

Performance and Payment Bond Required: Yes x No

Performance and Payment Bond will be secured by _____
at an additional cost (above the contract price) of: \$ _____

17. **FIRE OR OTHER CASUALTY.** If the Building is substantially destroyed by fire or other casualty prior to the completion of the Work, Buyer may terminate this Contract by written notice provided that Buyer has paid for all materials delivered and work which Seller has performed before the destruction. Seller must complete the Work, if Buyer requests, provided Buyer has paid for all additional costs associated with any damage which occurred and Seller is given adequate additional time to complete the Work.

18. **DISPUTE RESOLUTION.**

18.1. **Location.** Buyer agrees to locate any disputes between Buyer and Seller in the State of Arkansas

18.2. **Time Limits to File Claims.** A request for arbitration must be filed within six (6) months of the date when the relevant facts regarding the claim were discovered or could reasonably have been discovered. In no case may any arbitration or court action be brought after the expiration of the applicable statute of limitations.

18.3. **Seller Retained Rights.** Seller retains the right to file, perfect and start a lawsuit to enforce its mechanic's lien rights. The parties agree that the court may refer the matter to arbitration, but retain jurisdiction for enforcement of the mechanic's lien. If Seller is required to retain an attorney to collect any money from Buyer, Buyer agrees to pay all of Seller's attorney fees, costs and disbursements.

18.4. **Attorney's Fees.** In the event of a law suit, the non-prevailing party shall be responsible for the prevailing party's attorney's fees.



Buyer Seller
Initial Initial

19. **EXCLUSION OF WARRANTIES.** Seller makes no representation or warranty of any kind whatsoever, express or implied, Except for those listed below including:

19.1. The Product will comply with the written specifications furnished by Buyer as to dimensions, fabrication and design material.

19.2. THE ONLY PRODUCT WARRANTY THAT IS PROVIDED IS THAT WHICH THE MANUFACTURER PROVIDES.

19.3. Seller will warranty the labor for one year following completion of the Work.

20. **OWNER RESPONSIBILITIES.**

20.1. Promptly remove snow and debris from base of cover and area surrounding building.

20.2. Do not allow any storage against structural supports, walls, or fabric cover.

21. **LEGACY BUILDING SOLUTIONS, INC. STANDARD EXCLUSIONS:**

Building permits, closing costs, appraisal costs, methane gas monitoring, park dedication fees, security monitoring systems, site security, site surveys, soil correction work, unforeseen subsurface conditions, bedrock excavation and backfill, contaminated soil clean up and disposal, dewatering, winter conditions, winter heat cover, frost ripping, mechanical, utility hook-up charges, fixtures and equipment, job site surface protection.

22. **PRE-LIEN NOTICE TO BUYER.**

22.1. **GENERAL CONTRACTOR PRE-LIEN NOTICE TO OWNER**

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD



Buyer Seller
Initial Initial

THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

23. **Miscellaneous.**

- 23.1. **Law to Govern.** This Agreement shall be subject to and shall be construed under the laws of the State of Arkansas
- 23.2. **Severability.** If any portion of this Agreement is judicially determined invalid, that invalidity shall not affect the remaining portions of the agreement.
- 23.3. **Waiver.** Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.
- 23.4. **Copies.** More than one (1) copy of this Agreement may be executed and all parties agree and acknowledge that each executed copy shall be a duplicate original, except that some schedules may exist only on the original copy retained by the Corporation.
- 23.5. **Binding Agreement.** This Agreement is binding on and enforceable by and against the parties, their successors, legal representatives, and assigns.
- 23.6. **Headings.** The headings in this Agreement are inserted for convenience only and are not part of the Agreement.
- 23.7. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter covered hereby and supersedes all prior Agreements related to the subject matter addressed herein.

Remainder of page intentionally left blank



Buyer Seller
Initial Initial

CONTRACT SIGNATURE PAGE

This agreement entered into as of the day and year first written above.

Legacy Building Solutions, Inc.**Cameron Hubbs Construction**

BY: _____

BY: CAMERON HUBBS

TITLE: _____

TITLE: PRESIDENT

SIGNATURE: _____

SIGNATURE: [Signature]

DATE: _____

DATE: 1/29/20

[Signature] | _____
Buyer Seller
Initial Initial

EXHIBIT A

Scope of Supply/ Contract Proposal

Revised:08-18-17 Exhibit A Q19-0443 Fort Smith Port 120x250 Paul's Estimate 10-2-19 (002).xlsx

LEGACY BUILDING SOLUTIONS		
Exhibit "A"	Q19-0443 Fort Smith Port	1/28/2020
120 ' W by	250 ' L	Commodity Storage
<p>This initial proposal is based on the following parameters: Pricing below is based on 2 Buildings being installed at the same time, with one mobilization.</p>		
<p>Fort Smith, AR, 72901</p>		
Snow Load: 10	Seismic Zone: C	Exposure: Fully
Wind Load: 105	Collateral: 1	Occupancy: I-Low
Wind Exp: C	Enclosure: Enclosed	Code: IBC 12
<p>The design criteria used is accurate to the best of our knowledge. All criteria will need to be verified by local official, and, or customer prior to final design and issuance of sealed drawings</p>		
<p>As proposed below, ExxoTec Elite 28 oz exterior fabric carries a 25-year pro-rated limited warranty.</p>		
<p>FOUNDATION & FRAME</p>		
<ul style="list-style-type: none"> 120 ' W by 250 ' L 30,000 sq. ft Legacy Building Structure Hot Dip Galvanized 15 Year pro-rated limited frame finish warranty See Drawings for Clearance Details and Foundation Layouts Foundations supplied by others 		
<p>FABRIC & WALLS</p>		
<ul style="list-style-type: none"> Patented bolted-keder rail fabric attachment system; individual panels of fabric attached to each frame As proposed below, ExxoTec Elite 28 oz exterior fabric carries a 25-year pro-rated limited warranty. Fabric End Walls: Engineered Flat Gable Enclosed End Walls: See drawings for door openings sizes and locations Inclusive Roof Tensioning Eave system with Mesh Soffit Ventilation - No Ratchets/Straps 		
<p>VENTILATION & DOOR OPENINGS</p>		
<ul style="list-style-type: none"> 50 ARV-2000 Roof Ventilators 16 (White Aluminum) End Wall Vents 2 16x16 Framed and Wrapped Doorways - Side wall End Wall 2 doors on Building #1 and 1 Door on Building #2 		
<p>INSTALLATION SERVICES</p>		
<ul style="list-style-type: none"> Legacy Building Solutions project management will provide installation services which includes: supervision, non-prevailing & non-union labor, equipment and all specialty hand tools necessary to install the above structure and main proposal scope of work on an approved foundation (foundation and anchors supplied by others). Buyer is responsible for obtaining all necessary permits and/or licenses at buyer's cost. Labor is estimated based on 1 mobilization, unlimited site access, 20' flat, solid, and level clearance on all sides, and interior free from obstructions. Any deviations may result in additional charge. 		
<p>ENGINEERING</p>		
<ul style="list-style-type: none"> Stamped Building Drawings and Calculation Package 		
<p>DELIVERY</p>		
<ul style="list-style-type: none"> Delivery to Site included 		
<p>ALSO INCLUDED</p>		
<ul style="list-style-type: none"> 1 Mobilization Discount for 2 Building install 		
<p>LEGACY BUILDING COMPONENTS & INSTALLATION SERVICES:</p>		<p>\$ 13.08 per sf \$ 784,833 USD \$</p> <p>Taxes Included (Estimated)</p> <p>Pricing Valid for 30 days unless otherwise indicated</p>




 Buyer Initial Seller Initial

Revised:08-18-17 Exhibit A Q19-0443 Fort Smith Port 120x250 Paul's Estimate 10-2-19 (002).xlsx

ADDITIONAL CONSIDERATIONS / OPTIONS

Description	Qty	Total
Alternate Paint Option EpoxiShield COR Elite EpoxiShield COR Elite 15 Year pro-rated lin	2	\$ 30,518.14

Standard Terms and Exclusions
TERMS

- Engineering deposit required for Engineered Drawings. Cost of drawings will be determined by the scope of project and work required. Changes in scope after initial design can require additional deposit.
(Minimum engineering charge is \$5,000, maximum engineering charge is \$100,000.)
- 40% of Contract upon order, 40% of Contract upon Delivery of Material, 20% upon substantial completion.

TIMING

- Delivery of Legacy Building Solutions product to your site will vary subject to product availability and client needs.

FOUNDATIONS / ANCHORAGE


- Legacy Building Solutions will provide all reaction data necessary for connection of the Legacy base-plate to the footing/foundation design. The footing/foundation design and type of anchorage of the base-plate is the responsibility of the client.

NOT INCLUDED / EXCLUSIONS

Not included in Legacy's scope of work, supply or pricing, unless specifically included above:

- Additional framing or materials for items including, but not limited to: lighting and electrical packages, HVAC equipment, fire-suppression systems or additional items to be supported by the Legacy structure.
- Any costs for permits.
- Sitework, Foundations and Anchors - supplied by others per Engineered drawings
- Any Bonding or Builders Risk insurance, unless specifically included in our stated scope of work.
- Any additional costs related by personnel and/or traffic to access site/security clearance.
- Legacy takes no responsibility for life safety issues or codes, these are solely the responsibility of the owner or architect of record.
- Legacy providing sealed drawings on our building system does not make us the engineer of record.
- Any penetrations by other sub-trades.
- Electrical (Lighting, Communication, Security, etc)
- HVAC Equipment and /or labor
- Plumbing
- Conveying Equipment and/or labor
- Any site security or site fire protection.
- Any safety items not specifically related to OSHA manpower protection issues.
- Any other items or issues not specifically listed in this scope of work


CONFIDENTIAL


 Buyer Seller
 Initial Initial



Buyer Seller
Initial Initial



Final Proposal

Q19-0443 Fort Smith Port

1/20/2020

120 ' W by

250 ' L

Commodity Storage

This initial proposal is based on the following parameters: **Pricing below is based on 2 Buildings being installed at the same time, with one mobilization.**

Fort Smith, AR, 72901

Snow Load:	10	Seismic Zone:	C	Exposure:	Fully
Wind Load:	105	Collateral:	1	Occupancy:	I-Low
Wind Exp:	C	Enclosure:	Enclosed	Code:	IBC 12

The design criteria used is accurate to the best of our knowledge. All criteria will need to be verified by local official, and, or customer prior to final design and issuance of sealed drawings

As proposed below, ExxoTec Elite 28 oz exterior fabric carries a 25-year pro-rated limited warranty.

FOUNDATION & FRAME

- **120 ' W by 250 ' L 30,000 sq. ft** Legacy Building Structure
- Hot Dip Galvanized 15 Year pro-rated limited frame finish warranty
- See Drawings for Clearance Details and Foundation Layouts
- Foundations supplied by others

FABRIC & WALLS

- Patented bolted-keder rail fabric attachment system; individual panels of fabric attached to each frame
- As proposed below, ExxoTec Elite 28 oz exterior fabric carries a 25-year pro-rated limited warranty.
- Fabric End Walls: Engineered Flat Gable Enclosed End Walls: See drawings for door openings sizes and locations
- Inclusive Roof Tensioning Eave system with Mesh Soffit Ventilation - No Ratchets/Straps

VENTILATION & DOOR OPENINGS

- 50 ARV-2000 Roof Ventilators
- 16 (White Aluminum) End Wall Vents
- 2 16x16 Framed and Wrapped Doorways - Side wall End Wall 2 doors on Building #1 and 1 Door on Building #2

INSTALLATION SERVICES

- Legacy Building Solutions project management will provide installation services which includes: supervision, non-prevailing & non-union labor, equipment and all specialty hand tools necessary to install the above structure and main proposal scope of work on an approved foundation (foundation and anchors supplied by others). Buyer is responsible for obtaining all necessary permits and/or licenses at buyer's cost. Labor is estimated based on 1 mobilization, unlimited site access, 20' flat, solid, and level clearance on all sides, and interior free from obstructions. Any deviations may result in additional charge.

ENGINEERING

- Stamped Building Drawings and Calculation Package

DELIVERY

- Delivery to Site included

ALSO INCLUDED

- 1 Mobilization Discount for 2 Building install

LEGACY BUILDING COMPONENTS & INSTALLATION SERVICES:

\$ 13.13 per sf \$ 787,833 USD \$

Taxes Included (Estimated)

Pricing Valid for 30 days unless otherwise indicated



CONFIDENTIAL

ADDITIONAL CONSIDERATIONS / OPTIONS

Description			Qty	Total
Alternate Paint Option	EpoxiShield COR Elite	EpoxiShield COR Elite 15 Year pro-rated lin	2	\$ 30,518.14

Standard Terms and Exclusions**TERMS**

- Engineering deposit required for Engineered Drawings. Cost of drawings will be determined by the scope of project and work required.
- Changes in scope after initial design can require additional deposit.
(Minimum engineering charge is \$5,000, maximum engineering charge is \$100,000.)
- 40% of Contract upon order, 40% of Contract upon Delivery of Material, 20% upon substantial completion.

TIMING

- Delivery of Legacy Building Solutions product to your site will vary subject to product availability and client needs.

FOUNDATIONS / ANCHORAGE

- Legacy Building Solutions will provide all reaction data necessary for connection of the Legacy base-plate to the footing/foundation design. The footing/foundation design and type of anchorage of the base-plate is the responsibility of the client.

NOT INCLUDED / EXCLUSIONS

Not included in Legacy's scope of work, supply or pricing, unless specifically included above:

- Additional framing or materials for items including, but not limited to: lighting and electrical packages, HVAC equipment, fire-suppression systems or additional items to be supported by the Legacy structure.
- Any costs for permits.
- Sitework, Foundations and Anchors - supplied by others per Engineered drawings
- Any Bonding or Builders Risk insurance, unless specifically included in our stated scope of work.
- Any additional costs related by personnel and/or traffic to access site/security clearance.
- Legacy takes no responsibility for life safety issues or codes, these are solely the responsibility of the owner or architect of record.
- Legacy providing sealed drawings on our building system does not make us the engineer of record.
- Any penetrations by other sub-trades.
- Electrical (Lighting, Communication, Security, etc)
- HVAC Equipment and /or labor
- Plumbing
- Conveying Equipment and/or labor
- Any site security or site fire protection.
- Any safety items not specifically related to OSHA manpower protection issues.
- Any other items or issues not specifically listed in this scope of work





Berkley National Insurance Company

A Berkley Company A Stock Company

Domicile Address: 11201 Douglas Avenue, Urbandale, IA 50322-3707

Administrative Office: 1250 East Diehl Road, Suite 200, Naperville, IL 60563

IL DS 83 00 08 15

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

New Business

Policy No.: MIM 1031917 - 50

Billing Method: Direct Bill

Previous Policy No.:

Payment Plan: 1P

Named Insured Name and Address

Cameron Hubbs Construction, Inc.
3409 Owen Street
Van Buren, AR 72956

Agency Name and Address

(501) 251-1965
Sterling Seacrest Partners Inc
4601 E McCain Blvd
North Little Rock, AR 72117

04012

POLICY PERIOD: From 12/02/2019 to 12/02/2020 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description:

Form of Business: Corporation

IN RETURN FOR YOUR PAYMENT OF THE PREMIUM AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Inland Marine Coverage Part Premium \$ 5,631.00

TOTAL: \$ 5,631.00

FORMS APPLICABLE TO ALL COVERAGE PARTS

See attached "Schedule of Forms and Endorsements"

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGES FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned: _____
(Date)

By: _____
(Authorized Representative)

COPY

INVOICE

Sterling Seacrest Partners, Inc

P O Box 724137
Atlanta, GA 31139

Customer	Cameron Hubbs Construction, Inc. -Bonds
Acct #	33805
Date	12/10/2019
Customer Service	Nick Peters Pam Hays
Page	1 of 1

Cameron Hubbs Construction, Inc.-Bonds
3409 Owen Street
Van Buren, AR 72956

Payment Information	
Invoice Summary	\$ 31,500.00
Payment Amount	
Payment for:	Invoice#645758
GRAR45369	

Thank You

Please detach and return with payment

Customer: Cameron Hubbs Construction, Inc.-Bonds

Invoice	Effective	Transaction	Description	Amount
645758	12/04/2019	New business	Policy #GRAR45369 12/04/2019-12/04/2020 Granite RE, Inc. / Granite RE Inc \$2,900,000/Rebuild of Port Facility, Fort Smith Due Date: 12/20/2019	31,500.00

ENTERED
 DEC 12 2019
 BY: _____

412
20-001 - Bond

COPY

	Total
	\$ 31,500.00

Thank You

Sterling Seacrest Partners, Inc P O Box 724137 Atlanta, GA 31139	(678)424-6500	Date 12/10/2019
--	---------------	--------------------

INVOICE DATE: 2/17/2020

Invoice

CLIENT:

Port Authority of the City of Fort Smith
200 Navy Road
Fort Smith, Arkansas 72901

19-059-02

PROJECT:

Port of Fort Smith BSR
Fort Smith, Arkansas

PROJECT NUMBER: 19-059

Description	Hours/Qty	Rate	Amount
Pre-Design / Design Services and Construction Documents in accordance with Studio 6 Architects Letter Form of Agreement dated October 29, 2019.			
Pre-Design / Design Services	26.5	145.00	3,842.50
Less Amount Previously Paid		-3,842.50	-3,842.50
Construction Documents: 100% Complete (\$124,000 x 75% x 100%)		93,000.00	93,000.00
Less Amount Previously Paid		-69,750.00	-69,750.00
Reimbursable Expenses: Blueprint Reproduction Fees		268.14	268.14
Total			\$23,518.14
Payments/Credits			\$0.00
Balance Due			\$23,518.14

FORT SMITH BLUE PRINT

Wide Format • Specs • Color Plotting
2001 Rogers Ave. Suite B
Fort Smith, Arkansas 72901
479-782-4686

INVOICE

No. 315475

DATE 2/12/20

SOLD TO

Studio Co
David Conyers

Customer's Order No.:

Terms:

216	24x36 Dig Prints.	22032
	* 9 sets of 24	
48	Dig 1/2 sz, 12x18	24-
	<u>Johnson</u>	<u>\$ 24432</u>
	# 19-059	* 2382
	Fort Smith	
	Port Authority	<u>\$ 26814</u>
	Bulk Storage Facility	
	Ft Smith, AR	
	<u>Thank you</u>	

All accounts due 10th of month following date of purchase.



January 23, 2020

To the Board of Directors
City of Fort Smith Port Authority
Fort Smith, Arkansas

You have requested that we prepare the financial statements of **City of Fort Smith Port Authority**, which comprise the Statement of Net Position as of December 31, 2019, and the Statement of Revenues, Expenses, and Changes in Net Position, and perform a compilation engagement with respect to those financial statements. Management has elected to omit substantially all of the disclosures and the Statement of Cash Flows required by accounting principles generally accepted in the United States of America. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Our Responsibilities

The objective of our engagement is to:

- a. Prepare the financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you; and
- b. Apply accounting and financial reporting expertise to assist you in the presentation of the financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for it to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.



Our engagement cannot be relied upon to identify or disclose any financial statements misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- d. The prevention and detection of fraud.
- e. To ensure that the entity complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with:
 - i. Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - ii. Additional information that we may request from you for the purpose of the compilation engagement.
 - iii. Unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.
- h. For acceptance of nonattest services, including identifying the proper party to oversee the nonattest work;
- i. For informing us of any known or suspected fraud affecting the company involving management, employees with significant role in internal control and other where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements and all other nonattest services that we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

You agree to include our accountant's compilation report in any document containing the financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

Other Relevant Information

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Chris Cluck is the engagement member and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Landmark PLC, Certified Public Accountant's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. You are also responsible for determining the items to be capitalized, the method and rate of depreciation, and any salvage values associated with those items. As part of preparing the financial statements, we may propose standard, adjusting, or correcting journal entries to your financial statements.

You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

Our fees for these services will generally be at our regular hourly rates, plus travel and other out-of-pocket expenses. We may bill you on an interim basis prior to the completion of this engagement. Invoices are payable upon receipt, and finance charges will be assessed monthly on any unpaid balance. If your account is past-due for two months, we may cease work until your account is current or until payment arrangements have been agreed upon.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Sebastian, Arkansas, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Arkansas law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of three times the fee charged by us, and paid by you, for the services set forth in this engagement letter.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the accountant's report to the date the financial statements are issued.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Landmark PLC

**LANDMARK PLC
CERTIFIED PUBLIC ACCOUNTANTS**

RESPONSE:

This letter correctly sets forth the understanding of **City of Fort Smith Port Authority**. We have designated _____ as the individual who possesses suitable skill, knowledge, or experience to oversee the services outlined in the engagement letter.

Signature_____

Title_____