



ARKANSAS DEPARTMENT OF TRANSPORTATION

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September 14, 2021

The Honorable Bart Castleberry
Mayor of Conway
1111 Main Street, Suite 102
Conway, Arkansas 72032

Re: Job 080364
Hwy. 64 – Bruce St. (Conway) (S)
and
Job 080619
Hwy. 60 – I-40 Inters. Impvts. (Conway) (F)
Faulkner County
Hwy. 65, Sec. 9B

Dear Mayor Castleberry:

Enclosed is your copy of the executed partnering Agreement of Understanding between the Department and the City of Conway for the referenced projects.

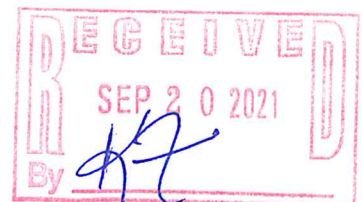
If you have any questions regarding the partnering arrangement, please contact Jessie Jones, Division Engineer – Program Management Division at (501) 569-2262.

Sincerely,

Jared D. Wiley
Assistant Chief Engineer – Planning

Enclosure

c: Deputy Director and Chief Engineer
Assistant Chief Engineer – Design
Program Management
Roadway
Transportation Planning and Policy
District 8
Job 080364 'C' File
Job 080619 'C' File



AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF CONWAY

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

RELATIVE TO:

Design and construction of Job 080364, Hwy. 64 – Bruce St. (Conway) (S) and Job 080619, Hwy. 60 – I-40 Inters. Impvts. (Conway) (F) (hereinafter known as the “Projects”) in Faulkner County.

WHEREAS, the City of Conway (hereinafter called the “City”) has expressed interest in partnering with the Arkansas Department of Transportation (hereinafter called the “Department”) to widen Highway 65B (Harkrider Street) between Highway 64 (Oak Street) and Bruce Street and construct intersection improvements on Highway 65B (Dave Ward Drive) between Harkrider Street and Interstate 40; and

WHEREAS, the City has agreed to commit \$7 million in partnering funds towards construction of the Projects; and

WHEREAS, the City has also agreed to work with local utility companies to reduce the reimbursable costs associated with the Harkrider Street widening project; and

WHEREAS, the Department will handle all phases of the Projects and will provide all additional funding necessary to complete these improvements; and

WHEREAS, the City has passed Resolution No. ~~R-21-53~~ agreeing the the partnership and authorizing the Mayor to enter into agreements with the Department for the Projects; and

WHEREAS, Arkansas State Highway Commission Minute Order 2018-047 has authorized the Director to enter into any necessary agreements with the City, and to proceed with surveys, plans, and construction of the improvements as funds become available.

IT IS HEREBY AGREED that the City and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. When requested, provide the Department with the necessary partnering funds for the Projects, in an amount not to exceed \$7 million.
2. Work with Conway Corporation, and other local utility companies as appropriate, to identify value engineering opportunities that contribute to a reduction in overall utility relocation costs associated with the Projects.

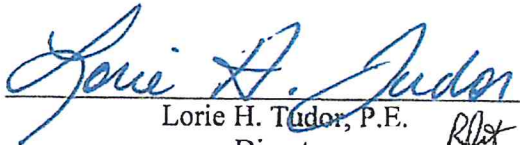
3. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of said City. Further, the City shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

THE DEPARTMENT WILL:

1. Be responsible for handling the design, environmental documentation, right of way acquisition, and utility relocation for the Projects.
2. Request funds from the City prior to awarding a construction contract for each project, in an amount not to exceed \$7 million combined for both projects.
3. Advertise, award, and perform construction inspection for the Projects.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 13th day of September, 2021.

**ARKANSAS DEPARTMENT OF
TRANSPORTATION**

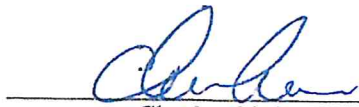


Lorie H. Tudor, P.E.
Director *RLT*
Joanna P

CITY OF CONWAY



Bart Castleberry
Mayor



Charles Finkenbinder
City Attorney

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

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Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.