

TREATMENT DEPARTMENT STATUS REPORT

January, 2019

	<u>BOD</u>	<u>TSS</u>
Faulkner Lake	5.4 mg/L (30 Max.)	4.5 mg/L (30 Max.)
Maumelle	16.6 mg/L (30Max.)	16 mg/L (30 Max.)

	<u>CBOD</u>	<u>TSS</u>
Five Mile	11.1 mg/L (25 Max.)	8.0 mg/L (90 Max.)
White Oak	11.1 mg/L (25 Max.)	15.0 mg/L (90 max.)

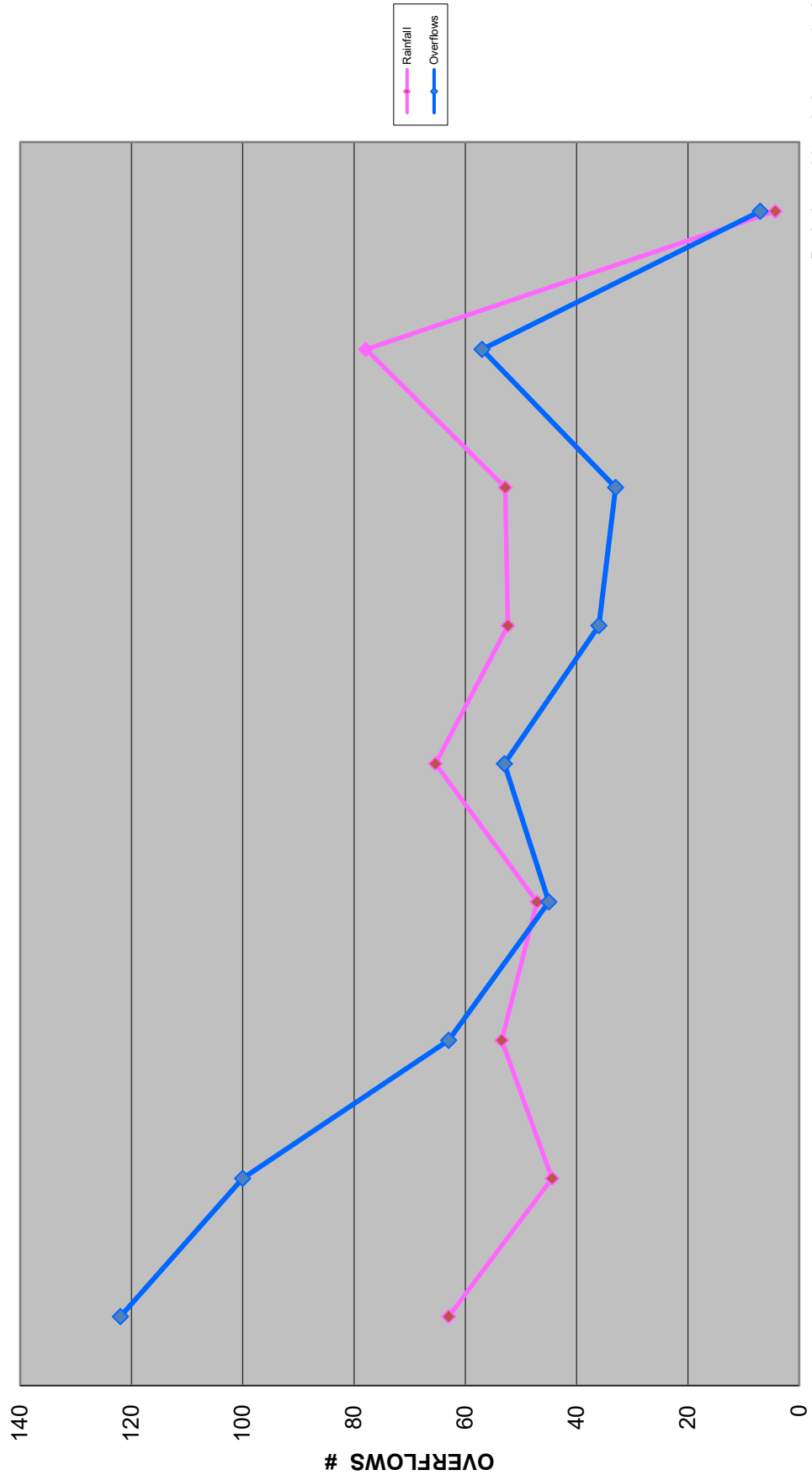
Jaime Marrow
Office Assistant II

**NLR Wastewater
Work Recap by Ward
January-19**

Crews:	Ward 0	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Total
MANHOLE:							
<i>Disconnects</i>	0	0	0	0	0	0	0
<i>Taps</i>	0	0	0	0	0	0	0
<i>Repairs</i>	1	4	105	3	0	0	113
<i># of MH's Grouted</i>	0	4	104	2	0	0	110
<i>#of Coats</i>	0	0	0	0	0	0	0
<i>MH Depth (Ft/In)</i>	0.0	0.0	0	0.0	0.0	0.0	0.0
<i># of Bags of Grout</i>	0	0	0.0	0.0	0.0	0.0	0
POWER DRIVE:							
<i># of Ft Cleaned</i>	6,114	0	0	1,827	0	0	7,941
PWR RODDER #1:							
<i># of Ft Cleaned</i>	450	683	0	0	0	0	1,133
REPAIR #1:							
<i>Repairs</i>	0	0	3	1	1	0	5
<i>New Manholes</i>	0	0	1	0	0	0	1
<i>New Lines</i>	0	0	0	0	0	0	0
<i>Disconnects</i>	0	0	0	0	0	0	0
<i>Taps</i>	0	0	0	0	1	0	1
<i>Miscellaneous</i>	0	3	8	0	6	0	17
REPAIR #2:							
<i>Repairs</i>	0	2	4	0	2	0	8
<i>New Manholes</i>	0	0	1	0	0	0	1
<i>New Lines</i>	0	0	0	0	0	0	0
<i>Disconnects</i>	0	0	0	0	0	0	0
<i>Taps</i>	0	0	0	0	0	0	0
<i>Miscellaneous</i>	0	4	6	1	4	1	16
REPAIR #3:							
<i>Repairs</i>	0	1	4	1	0	0	6
<i>New Manholes</i>	0	0	0	0	0	0	0
<i>New Lines</i>	0	0	0	0	0	0	0
<i>Disconnects</i>	0	0	0	0	0	0	0
<i>Taps</i>	0	0	0	0	0	0	0
<i>Miscellaneous</i>	0	1	4	7	1	0	13
REPAIR #4:							
<i>Repairs</i>	0	1	1	0	1	0	3
<i>New Manholes</i>	0	0	0	0	0	0	0
<i>New Lines</i>	0	0	0	1	0	0	1
<i>Disconnects</i>	0	2	11	1	0	1	15
<i>Taps</i>	0	0	0	0	0	0	0
<i>Miscellaneous</i>	0	0	3	1	0	8	12
TROUBLE:							
<i># of Ft Cleaned</i>	0	0	240	0	0	0	240
<i>Stop-Ups</i>	2	1	6	1	1	0	11
<i>Private Lines</i>	4	10	10	6	4	3	37
<i>Cave-Ins</i>	0	1	1	0	1	0	3
<i>Flooded Houses</i>	0	0	0	0	0	0	0
<i>Miscellaneous</i>	5	8	33	3	11	2	62
<i>Total Calls</i>	11	18	50	10	17	5	111
VACCON #1:							
<i># of Ft Cleaned</i>	0	3,054	5,485	688	222	10,398	19,847
VACCON #2:							
<i># of Ft Cleaned</i>	0	12,693	21,016	50	138	0	33,897
VACCON #3:							
<i># of Ft Cleaned</i>	365	0	38,922	225	0	0	39,512
VACCON #4:							
<i># of Ft Cleaned</i>	0	0	1,018	0	1,100	1,375	3,493
VACCON #5:							
<i># of Ft Cleaned</i>	1,103	254	9,204	2,591	4,923	7,018	25,093
T V #1							
<i># of Ft</i>	1,964	1,897	4,747	313	452	10,126	19,499
T V #2							
<i># of Ft</i>	739	219	565	365	147	12,517	14,552

North Little Rock Wastewater North Little Rock, AR

Annual Overflows and Rainfall



Period considered: January 1, 2008
thru Oct. 31, 2018

C:\Users\MDorman\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\35O40HXE\Copy of Annual overflows and rainfall (new format) File #1
Prepared By: Elaine Anderson
(12/7/09) ranks as the highest on record.
(per National Weather Service, NLR Office)

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Faulkner Lake Basin																
Rainfall	69.5	42.5	58.5	56.3	61.8	77.5	41.5	76.5	45.46	62.8	54.2	70.07	61.6	55.1	74.4	4.6
Overflows	54	59	54	64	47	38	42	61	63	36	21	27	19	14	32	2
White Oak Basin																
Rainfall	129.9	82.4	89	53.7	60.1	77	44.2	68.6	46.56	50.75	44	68.7	51.2	56.1	84.4	4.4
Overflows	11	26	33	37	32	35	32	45	25	13	9	21	9	5	9	2
Five Mile Creek Basin																
Rainfall	62.3	42.6	53.2	48.8	55.9	70.4	35	60.4	41.15	52.4	46.6	66.5	49.5	48.7	81.5	4.1
Overflows	24	16	25	18	14	16	23	16	12	14	15	5	5	9	7	2
Maumelle Basin																
Rainfall													2016	2017	2018	2019
Overflows													41.1	51.4	71.2	4.2
													4	5	9	1
Entire System																
Rainfall	57.79	37.83	49.78	49.05	51.93	79.61	42.04	62.98	44.42	53.45	47.15	65.36	52.37	52.83	77.9	4.3
Overflows	89	101	112	119	93	89	97	122	100	63	45	53	36	33	57	7



AGENDA FOR NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE MEETING

RE: Committee Meeting
PLACE: Faulkner Lake Treatment Plant
7400 Baucum Pike, North Little Rock, Arkansas 72117
DATE: February 12, 2019
TIME: 12:15 PM

- (1) APPROVAL OF THE MINUTES OF THE JANUARY 11, 2019 MEETING
- (2) CASH DISBURSEMENTS FOR JANUARY 2019
- (3) FINANCIAL REPORT FOR JANUARY 2019
- (4) ANNUAL PAGIS DUES
- (5) MODIFICATIONS TO THE VACCON/TV BAYS
- (6) SYSTEM CONTROL AND DATA ACQUISITION (SCADA) UPGRADE
- (7) PRELIMINARY ASSESSMENT OF SOLAR POWER GENERATION



(1)

NEW BUSINESS

ACTION REQUESTED:

Approval of the Minutes of the January 11, 2019 Committee Meeting

NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE

MINUTES OF A MEETING HELD TUESDAY, JANUARY 8, 2019

A meeting of the North Little Rock Wastewater Treatment Committee was held on Tuesday, January 8, 2019 at the administrative offices located at the Faulkner Lake Treatment Plant.

The meeting was called to order by Chairman Matthews at approximately 12:15 p.m. Those in attendance at the meeting were Mr. K.W. Matthews, Mr. Ed Nelson and Ms. Karen Bryant, and in addition, Mr. Jack Stowe, representative from the City of Maumelle. Also in attendance were Mr. Marc Wilkins, Director, Ms. Gina Briley, Mr. Charles Frost, Mr. Ronnie Thompson, Mr. Michael Clayton, Mr. Lyle Leubner, Mr. Mark Halter with Hilburn, Calhoun, Harper, Pruniski & Calhoun, Ltd. and Dawn Harmon.

First, the Committee reviewed the minutes of its December 11, 2018 meeting. At this time, Mr. Wilkins advised the Committee that he and the staff met Mr. Jack Wilson, Ms. Valrea Thompson and Mr. Sherrill Harley with regard to their request to install a grinder pump and service line at the December meeting. Upon further investigation, gravity service is available in the area at a cost of approximately \$12,000.00 to \$15,000 and Ms. Thompson agreed that the cost was reasonable and something they could work with. Therefore, this issued has been resolved. Additionally, on page 3, third paragraph down contained a typographical error on the dollar amount and instead should read:

A motion was then made by Mr. Smith, seconded by Mr. Carman, to authorize payment to the Municipal League Workers' Compensation Trust in the amount of \$72,975.00. The motion carried unanimously.

After discussion, a motion was made by Mr. Nelson, seconded by Ms. Bryant, to approve the minutes of the December 2018 meeting with the above change noted. The motion carried unanimously.

The Committee then reviewed the cash disbursements for the month of December 2018. There being no questions, a motion was made by Mr. Nelson, seconded by Ms. Bryant, to approve the cash disbursements for December 2018 reflecting cash disbursements of \$3,788,730.68 and fund transfers between accounts of \$3,309,071.26. The motion carried unanimously.

The Committee then reviewed the Financial Statement for the month of December 2018. Due to the holidays, and the timing of the January meeting, Ms. Briley attached a Memo to the Financial Statement which stated:

The financial statement included in your packet does not include two year-end adjustments that I usually make in December. One of these adjustments is made to the accrued sick and vacation leave accounts and the other one is made to the inventory account. These two adjustments typically increase the total operating expenses by around \$40,000 to \$50,000. I will try to complete the schedules needed for these adjustments before the meeting on Tuesday.

I have also not received documentation from the insurance company concerning what they are going to pay us for the five totaled vehicles we had due to the fire. Those vehicles have been removed from the site but are still listed as assets in the December financial statement. I need the documentation to make the proper accounting entry to remove the vehicles from our property detail.

With that being said, Mr. Wilkins advised that the accrued sick and vacation leave and inventory adjustments were made and are reflected on page 10 of the Financial Statement for December showing a difference of approximately \$24,000. Further, it was noted that with those adjustments being made, page 11 shows a net income for 2018 in the amount of \$5,425,306.81. After further discussion, a motion was made by Mr. Nelson, seconded by Ms. Bryant, to approve the Financial Statement for December 2018. The motion carried unanimously.

Mr. Wilkins then informed the Committee that the staff received bids for the South Levy/Indian Hills 2018 Pipe Bursting Rehabilitation Project on Thursday, December 13, 2018 at 1:30 p.m. The project consists of pipe bursting rehabilitation for approximately 39,108 linear feet (7.4 miles) of existing 6" and 8" gravity sewer lines along with external reconnections of existing service lines. The low bid was submitted by Horseshoe Construction, Inc. in the amount of \$4,585,300.50 and the project will be funded through the 2016 Revolving Loan Fund (ANRC #01068-CWSRF-L). A motion was made by Ms. Bryant, seconded by Mr. Nelson, to authorize the staff to award the contract for the South Levy/Indian Hills 2018 Pipe Bursting Rehabilitation Project to Horseshoe Construction, Inc., of LaPorte, Texas, in the amount of \$3,585,300.50 subject to receipt of authorization from the Arkansas Natural Resources Commission. The motion carried unanimously.

The Committee was then informed that the staff received bids for the South Levy/Indian Hills 2018 CIPP Rehabilitation Project on Thursday, December 13, 2018 at 1:00 p.m. This project includes the internal lining of approximately 49,153 linear feet (9.3 miles) of 6", 8", 10", 12", 15", 21" and 24" gravity sewer mains. The low bid was submitted by Insituform Technologies, LLC in the amount of \$2,882,299.68 and will be funded through the 2016 Revolving Loan Fund (ANRC #01068-CWSRF-L). A motion was made by Ms. Bryant, seconded by Mr. Nelson, to authorize the staff to award the contract for the South Levy/Indian Hills 2018 CIPP Rehabilitation Project to Insituform Technologies in the amount of \$2,882,299.68 subject to receipt of authorization from the Arkansas Natural Resources Commission. The motion carried unanimously.

Mr. Wilkins then advised the Committee that the staff received bids for the I-40 Interchange (Maumelle) Force Main Relocation Project on Wednesday, December 19, 2018 at 1:00 p.m. The project consists of the relocation of approximately 331 linear feet of 8" PVC force main and incasing the existing force main in concrete for approximately 165 linear feet to accommodate a new interchange on I-40. The low bid was submitted by Diamond Construction, Inc. in the amount of \$56,323. It was noted that this project is 100% reimbursable from the Arkansas Highway Department. A motion was made by Mr. Bryant, seconded by Mr. Nelson, to authorize the staff to award the contract for the I-40 Interchange (Maumelle) Force Main Relocation Project to Diamond Construction of North Little Rock, Arkansas in the amount of \$56,323. The motion carried unanimously.

In an effort to expedite the process for completing rehabilitation work in the Lakewood North Hills basin, the staff has advertised for bids for pipe bursting rehabilitation for approximately 4,562 lineal feet of existing 6", 8" and 10" gravity sewer lines along with external reconnections of existing service lines. Bids were scheduled to be opened on Monday, January 7, 2019 at 1:00 p.m. The engineer's estimate for this work is \$365,000 to \$400,000 and included in the 2019 Budget. Funding for this project will be from general revenues. A motion was made by Ms. Bryant, seconded by Mr. Nelson, to authorize the staff to award the contract to Horseshoe Construction, Inc., in the amount of \$467,316. The motion carried unanimously.

The Maumelle Wastewater Reclamation Facility (WRF) utilizes a stationary sludge dewatering container that dumps dewatered sludge onto a concrete containment berm. Using a 1995 model Ford backhoe, the sludge is then loaded into a dump truck and hauled to the landfill. The backhoe is currently the only means to load the dump truck. Due to age and wear, frequent breakdowns occur as \$11,000 in repairs have been spent since acquiring the Maumelle WRF. Since the Utility relies on the backhoe for sludge disposal, it is critical to have a working piece of equipment at all times. The staff would like to replace the backhoe with a front

end loader similar to the unit being used at Faulkner Lake WRF and by the maintenance repair crews. A new loader can be purchased through the Houston/Galveston Area Cooperative (HGAC) for \$61,605.79, and the 2019 Budget includes \$70,000 for this item. Once the Maumelle plant is decommissioned, the loader will be brought back to Faulkner Lake to replace an existing Kubota loader that is more than 20 years old. A motion was made by Ms. Bryant, seconded by Mr. Nelson, to authorize the staff to purchase a new wheel loader through HGAC in the amount of \$61,605.79. The motion carried unanimously.

In April 2018, the Committee authorized use of Taggart/Architects of North Little Rock, Arkansas for preliminary design services related to expansion of the collections systems building. The preliminary design phase is complete and the staff wishes to continue the work and enter into a contract for architectural services. In accordance with Committee action taken in November 2018, the proposed architectural services will include replacement of the VacCon, CCTV and inventory bays which were destroyed in the October fire. An AIA "Standard Form of Agreement Between Owner and Architect" in the amount of eight percent (8%) of the cost of work is proposed for the project. The preliminary estimate for cost of work is \$1,700,000. The 2019 Budget includes \$116,000 for architectural services and \$830,000 for construction to be spent from general revenues. The remainder of the cost of construction is expected to occur during the 2020 calendar year. After further discussion with regard to the design and construction, a motion was made by Mr. Nelson, seconded by Ms. Bryant, to authorize the staff to enter into an agreement with Taggart Architects for architectural services related to the Collections Systems Building Addition and Renovations including modifications related to replacement of the fire damaged facilities. The motion carried unanimously.

Mr. Wilkins then advised the Committee that the West Levy/212 SID Basins CIPP 2016 Rehabilitation Project includes lining of a portion of the 30" Rose City Interceptor at its intersection with the 54" Riverside Interceptor. In order to line the Rose City Interceptor, sewage-flows in both the Rose City Interceptor and the Riverside Interceptor must be re-routed during the work. Difficulties encountered during this operation (high flows, excessive silt accumulations and large chunks of concrete) have alarmed staff into recommending an immediate assessment of the Riverside Interceptor. Specialized equipment and methods are available for internal inspection of large diameter pipelines, and the staff recommends entering into a change order for this work to include a multisensory assessment of the full length of the 54" portion of the Riverside Interceptor. The multisensory assessment will be conducted during live flow conditions and will provide data above and below the water surface. Above the water surface there will be a high definition panoramic CCTV scan and a laser profile scan to identify degradation of the pipe interior. Below the water surface, sonar will measure the depth of accumulated debris. Data collected during this inspection will be used to identify any problems requiring immediate attention, if any, and will be useful to staff and contractors

during design and bidding of the future Riverside Interceptor Project. The estimated cost for this change order is \$169,614.70 which will be funded through the 2016 Revolving Loan Fund Loan. After further discussion regarding the change order, a motion was made by Mr. Nelson, seconded by Ms. Bryant, to authorize the staff to enter into Change Order #3 for the West Levy/212 SID Basins CIPP 2016 Rehabilitation Project with Insituform Technologies, LLC in the amount of \$169,614.70, contingent upon receiving authorization from the Arkansas Natural Resources Commission. The motion carried unanimously.

Next, Mr. Wilkins advised the Committee that the staff received bids for the Dark Hollow Interceptor Assessment Project on Wednesday, December 19, 2018 at 10:00 a.m. The project consists of condition assessment of large diameter interceptors using digital HDCCTV, Sonar and Laser Profiling of approximately 1,546 linear feet of 24" RCP, 5,328 linear feet of 30" RCP, and 5,802 linear feet of 36" RCP. The low bid, and sole bid, was submitted by Ace Pipe Cleaning Inc. headquartered in Kansas City, Missouri in the amount of \$91,513. The 2019 Budget includes \$100,000 for this item which will be paid for through general revenues. A motion was then made by Mr. Nelson, seconded by Ms. Bryant, to authorize the staff to award the contract for the Dark Hollow Interceptor Assessment Project to Ace Pipe Cleaning, Inc. in the amount of \$91,513. The motion carried unanimously.

The Committee then reviewed the updated 2019 Budget. The following changes were made to the draft budget which was presented at the December 2018 Commission meeting:

1. Page 4, the labor expense was updated based on the employees as of 12.31.2018 using a 2.8% cost of living increase instead of 2%; and
2. Page 8, the cash balance as of 1.01.2019 is the actual unrestricted balance as of 12.31.2018.

There being no further questions or comments, a motion was made by Mr. Nelson, seconded by Ms. Nelson, to approve the 2019 Budget as submitted. The motion carried unanimously.

A motion was made by Mr. Nelson, seconded by Ms. Bryant, to excuse the absence of Mr. Smith and Mr. Carman from the meeting. The motion carried unanimously.

There being no further action to come before the Committee, a motion was made by Mr. Nelson to adjourn the meeting. The motion carried unanimously, and the meeting was adjourned at approximately 1:09 p.m.

APPROVED AS TO FORM:

K. W. MATTHEWS, CHAIRMAN

RESPECTFULLY SUBMITTED,

SYLVESTER SMITH,
VICE-CHAIRMAN/SECRETARY

(2)

CASH DISBURSEMENTS FOR JANUARY 2019

ACTION REQUESTED:

Approval of the Cash Disbursements for January 2019 showing total
Cash Disbursements of **\$3,819,812.14** and
Fund Transfers between accounts of **\$3,131,266.67**.



**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
January 31, 2019**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
45855	A-1 Recovery	\$ 191.63	Unit #123 - Towed to Powers Truck
45856	AFLAC	\$ 1,726.90	Employee Deductions - Supplemental Insurance
45857	AHG/Baptist Health	\$ 286.27	Director's Physical (Balance after Insurance)
45858	Arkansas Aggregates, Inc.	\$ 1,215.84	Stone & Gravel Div'd to FLTP
45859	AT&T	\$ 1,126.45	Data Comm between FLTP, City Services, CAW
45860	Battery Outfitters	\$ 81.12	5-Mi 8-inch Pump Battery
45861	Boston Mutual Life Insurance Co., Inc.	\$ 569.45	Supplemental Insurance - Employee Deductions
45862	Cintas Corp. #650	\$ 2,115.66	Biweekly Mat Service, Uniform Service, Towel Refill
45863	Core & Main LP	\$ 892.99	Pipe Sections Ward 1, Fast Plug Ward 2
45864	Cranford Construction	\$ 1,031.84	Asphalt Surface Repairs Wards 1, 2, 4
45865	DiscountCell, Inc.	\$ 217.30	Cellular Router - Cradle Point (Back Up Unit All Plants)
45866	Entergy	\$ 21,130.90	Electric Bills: Quapaw, Maum Valley, New Bedford, Odum BI Mtn, Osage Falls, Osage Hills, Ponca, Seminole E., Seminole W., Naylor, MTP Main, MTP Training, MTP Surge, Aerator, MTP PS 2 & 3, PS 4, High School, Murphy Dr, Eureka Grdn Rd, E Grdn 46th, Eureka/Judy, Ridgeland, Ridgeland/Odom, Rixie Rd, Rixie Lucky, Diamond Pt, Hill Lake, Durango
45867	Fuller & Son	\$ 83.98	Rain Gauge/5-Mi; Post Driver, Brass Hose Nozzle, Brass Twist Nozzle, Fence
45868	Grainger	\$ 164.47	Line Volt Mechanical Thermostat
45869	Hum's Hardware	\$ 179.10	Adjustable Wrench, Compression Union, Post Terminal, Propane Refill, Plastic Anchors, Resin Solder, Wire Brush, Hose Clamps, Clear Vinyl Tubing, Reducing Elbows, Purple Primer, etc.
45870	Hum's Rental	\$ 237.58	Excavator w/Bucket Ward 1 Repair
45871	Infinity Graphics LLC	\$ 5,694.00	Vinyl Wrap on New CCTV Trucks Units 139, 140
45872	Innovyze, Inc.	\$ 4,000.00	Training on InfoSWMM Engineer Software - 3 Employees (2 Days)
45873	Jackson Cleaning Service	\$ 1,292.10	Janitorial Services (Dec 2018) CS&E, Admin, Lab
45874	Jeffrey Sand Co.	\$ 167.47	18.36 Tons Masonry Sand - Maumelle TP
45875	Jim Milum	\$ 190.00	Per Diem 2-days - Westminster, CO - Training
45876	Jim's Crane Rental Service Inc.	\$ 460.00	Min. Rental 28-Ton Crane to Change Pumps at 5-Mile
45877	Jimmy Don Waddles Hauling, Inc.	\$ 2,300.00	Biosolids Hauling Maumelle TP to 2-Pines Landfill 12/26 - 12/31 - 10 Loads
45878	Joe's Garage & Wrecker Service	\$ 74.18	Oil Change Unit #138
45879	L&L Municipal Supplies & Tools	\$ 702.99	Gloves & Safety Vests
45880	Michael Clayton	\$ 190.00	Per Diem 2-days - Westminster, CO - Training
45881	Moore & Robinson, Inc.	\$ 714.41	4 Tires, Balance, Oil Change - Unit 80
45882	North Little Rock Electric	\$ 31,701.87	Electric Bills: Hwy 107, FL Plant Maint, FL CS&E, Delta Lawn, Pine Tree Pt, Maryland Pl, I-440 Ind Park, FL Sludge Lagoon, Galloway/Maybelline, Lansbrook, 3804B Nona, 3924B Nona, Dixie, FL Admin, Baucum Ind, Lakewood, Oakbrook, Maryland E, Harris Ind, FL Lab, Cypress Xing, WhOak Gate, 3812B Nona, Faulkner Xing, Shorter Coll, Shilcutt, FLTP, FL Blower

**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
January 31, 2019**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
45883	O'Reilly Automotive Stores	\$ 94.86	Battery Unit #77
45884	Panera, LLC	\$ 93.70	Committee Lunches 12/11/18 Meeting
45885	Peterson Concrete Septic Tank	\$ 355.83	Grade Ring Ward 1, Riser & Cone Ward 2
45886	Pettus Office Products	\$ 336.66	Monthly Planner, Lysol Spray, Sugar Canisters, Creamer Canisters, Coffee, C-fold Towels, Cyan Toner
45887	Polytec, Inc.	\$ 5,400.00	Liquid Polymer - Maumelle TP
45888	Powers Truck & Equipment	\$ 818.14	Grade Ring Ward 1, Riser & Cone Ward 2
45889	Quality Petroleum, Inc.	\$ 144.18	Shell Gadus - Grease
45890	RJN Group, Inc.	\$ 73,988.95	Con't Manhole Insp & Smoke Testing - Professional Services through 12/21/2018
45891	Scott Kerby	\$ 190.00	Per Diem 2-days - Westminster, CO - Training
45892	Sewer District #211	\$ 1,044.00	Billed Runyan Acres Accounts December Cycle 1
45893	Spa Chemicals, Inc.	\$ 147.79	C-Fold Towels - OPS
45894	Stanley Hardware	\$ 106.13	Repair Tamp Machine, Spacers for Cut Off Saw
45895	Sutherland Enterprises, Inc.	\$ 45.99	Logo Embroidered on 8 Jackets
45896	Truckpro, LLC	\$ 15.17	Unit #111 - HD Dring
45897	U. S. Bank	\$ 117,999.00	Property and Liability Insurance fo 2019
45898	UBS	\$ 594.15	Water bills: Shillcutt, White Oak, Delta Lawn, Shorter Coll, Oakbrook, 5-Mile
45899	Wholesale Electric Supply	\$ 309.32	Electric Tape, Reflex Stripper, Claw Hammer, Hex Washers, Nuts, Slot Channels, Seals, Angle Connectors
45900	Ameriprise Financial Services	\$ 75.00	Employee Contributions Pay Period Ending 1/06/2019
45901	Heart of Arkansas United Way	\$ 72.00	Employee Charitable Giving Pay Period Ending 1/06/2019
45902	OCSE Clearinghouse SDU	\$ 152.00	Arkansas Child Support Payments - Pay Period Ending 1/06/2019
45903	US Dept of Education	\$ 162.20	Employee Federal Student Loan Garnishment- Pay Period Ending 1/06/19
45904	NLR Community Center	\$ 4.93	Wellness Program - 1 Employee - Pay Period Ending 1/06/2019
AF-01	Arkansas Federal Credit Union	\$ 4,510.31	Employee Deposits Pay Period Ending 1/06/2019
NAT-01	Nationwide Retirement Solutions	\$ 3,781.54	Retirement Contributions Pay Period Ending 1/06/2019
PR-01	Payroll Tax Deposit	\$ 38,172.09	Payroll Taxes Pay Period Ending 1/06/2019
45905	American Compositng, Inc.	\$ 53.47	Brush Hauling - Ward 1
45906	Arkansas Democrat Gazette	\$ 207.24	Legal Ad - Lakewood Pipe Bursting Project
45907	Arkansas Sod & Turf Farm, Inc.	\$ 232.99	Repairs, Wards 1, 4, 5
45908	AT&T	\$ 1,124.45	Monthly Phone Service FLTP 12/19/19 - 1/18/19
45909	AutomationDirect.Com, Inc.	\$ 773.07	Hydrostatic Submersible Level - Trammel Estates
45910	Centerpoint Energy	\$ 85.52	Gas Bills: Seminole E Gen, Seminole W Gen, New Bedford Gen, CC Ballfields, Maumelle Valley PS
45911	City of Maumelle	\$ 11,338.54	Franchise Tax December 2018
45912	City of North Little Rock	\$ 77,373.20	Franchise Tax December 2018
45913	C N A Surety	\$ 500.00	ROW Bond Pulaski County Road & Bridge thru 1/29/2020

**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
January 31, 2019**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
45914	Cranford Construction Co.	\$ 607.26	Asphalt Repairs - Wards 1,2,5
45915	Crist Engineers, Inc.	\$ 12,000.00	Professional Services Nov 2018 - Maumelle Diversion to White Oak (Review & Update Sewer System Hydraulic Model/Schematic Design)
45916	Cummins Mid-South LLC	\$ 496.70	Wilcox Generator - Full Service Maintenance Agreement
45917	Datamax	\$ 157.54	Monthly Maintenance Admin copier
45918	Dept of Finance & Admin	\$ 14,160.00	December 2018 - State Withholding Tax
45919	DoorKing, Inc.	\$ 49.95	Cell Service - Main Gate FLTP
45920	EGP, PLLC	\$ 17,332.25	Preparation of Compensation Study
45921	Entergy	\$ 1,519.59	Electric Bills: Town Center, Palisades, Norfolk, River Run, Maumelle #2, Counts Massie #2, CC Ballfields, Bouries, Maranes, Counts Massie, Collins Industrial Park, Lawrence PS, Masters Place,
45922	Eureka Gardens Facilities Board	\$ 4,000.00	Debt Fee Collected Nov Cycle 7 & Dec Cycle 4
45923	First Electric Cooperative	\$ 185.03	Electric: Gap Creek
45924	Fleet Tire Service	\$ 675.06	Unit 129 - 2 new Tires
45925	Fuller and Son Maumelle	\$ 281.85	Misc Hardware, Dust Pan, 1 Gal Pail, Sanding Sponges, Deck Screw, Extension
49526	Gravel Ridge Sewer District	\$ 7,159.88	Billed Accounts Dec. Cycle 4
45927	HCI	\$ 307.97	Telephone Extension Issues and Page Not Working
45928	Home Depot Credit Services	\$ 944.33	Ceiling Tiles/Admin, Networking Supplies, Quikrete, Folding Knife, Utility Blades, Tape Measure
45929	Hum's Hardware	\$ 197.01	Sprayer, Straw Wattles, Vinyl Numbers, Silt Fence and Stakes
45930	Hum's Rental	\$ 771.50	Excavator - Ward 2 Repair
45931	Jimmy Don Waddles Hauling, Inc.	\$ 1,610.00	Biosolids Hauling Maumelle TP to 2-Pines Landfill 01/04 -01/07/19 - 7 Loads
45932	Joe's Garage & Wrecker Service	\$ 75.25	Unit 129 - Alignment
45933	L&L Municipal Supplies & Tools	\$ 413.91	White & Green Marking Paint
45934	Lowe's	\$ 359.99	Electric Ceramic, Stainless Steel Anchor Shackles, Exterior Screws, Bits, Studs, Sheathing (for 5-Mi Aerator Anchor block)
45935	Magie Ford Lincoln Co.	\$ 26,225.00	Ford F-250XL Model X2B - Pump Maint Dept UNIT #145
45936	NLR Welding Supply Co.	\$ 81.03	Oxygen, Acetylene, Argon, Argon/CO2
45937	Office Depot	\$ 1,777.04	4 New Office Chairs, Calendar Refills, Planners, Chair Mats, Paper Towels
45938	Pettus Office Products	\$ 1,369.24	Dust Pan/Broom Combo, Push Broom, Wipes, Magic Eraser, Toner Cartridges,
45939	Post Oak Acres	\$ 54.76	Dirt - Repairs Ward 1 & 2
45940	Powers Truck & Equipment	\$ 2,145.49	Belts & Labor to repair Backhoe #6; Backhoe #7, Unit #111 Lube and Filters
45941	Purvis Industries	\$ 11.71	Timkens #1 Final FL
45942	Regions Corporate Trust	\$ 1,371.50	Rixie Bond Payment - December 2018
45943	Sewer District #211	\$ 245.50	billed Runyan Acre Accounts Dec. cycle 4
45944	Sonny Fulmer Trucking	\$ 1,256.84	Rock & Gravel Delivered to FLTP
45945	Southern Pipe & Supply	\$ 158.79	PVC, Circle Clamp, Bend - Repair Ward 5

**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
January 31, 2019**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
45946	Spa Chemicals, Inc.	\$ 1,424.98	Odor Digester, Titanium Concentrate, Toilet Tissue, Center Pull & Pop Up Towels
45947	Stanley Hardware	\$ 56.92	Water Coolers
45948	Star Bolt & Screw Co., Inc.	\$ 335.07	Assortment of Hex Cap Screws, Flat Washers, Lock Washers, Hex Finish Nuts, Locknuts, Etc. Pump Maint Stock
45949	System Scale Corporation	\$ 983.76	Yearly Calibrations - Muffle Furnace, Balance, Thermometer
45950	T & T Equipment	\$ 262.80	Propanel Car Wash soap
45951	Tischler/Kocurek	\$ 2,550.00	Professional Services 10/28 -11/30/18 Site Specific Chlorine Study 5-MI POTW
45952	UBS	\$ 1,271.19	Water Bills: Murphy Dr, Maumelle TP, FLTP, FL Lab
45953	Vac-Con Inc.	\$ 811,238.00	New Vaccos: Units #144, #141
45954	Waste Management	\$ 26,123.27	Biosolid Disposal Faulkner Lake - December 2018
45955	Web Lubrications, Inc./Jiffy Lube	\$ 143.86	Unit 119 - Oil change & Tire Rotation
45956	Windstream	\$ 62.03	Billing Dept. Fax Line
45957	Xylem Dewatering Solutions, Inc.	\$ 281.29	4-inch Pump Repair
45958	A-1 Recovery	\$ 191.63	Tow - Trailer #9 to Liberty Trailer
45959	Arkansas Democrat Gazette	\$ 72.90	Legal Ad - Permit No Discharge
45960	Arkansas Dept. of Labor	\$ 50.00	Electrician's License
45961	Arkansas One Call System	\$ 352.75	Member Fee January, Call Fee December
45962	Arkansas Rural Water Assoc.	\$ 900.00	Membership Dues 2019
45963	AT&T	\$ 1,717.16	Phone Service FLTP 12/11/18 - 1/10/19
45964	AutomationDirect.com Inc.	\$ 264.75	Parts - Chlorine Auto Shut-off
45965	B&B Material Companies	\$ 27.38	Top Soil Ward 3 Repairs
45966	Brown Janitor Supply	\$ 316.20	Janitorial Items for CS&E Building
45967	Centerpoint Energy	\$ 3,894.49	Gas Bills: 701 W. 29th, FLTP, FL Lab, Gap Ck Gen, Eureka Grdns Gen, Clayton Chapel Gen, Dixie PS Gen
45968	Central Arkansas Water	\$ 41,325.16	Wastewater Billing Fees - November 2018
45969	Centex USA, Inc.	\$ 474.16	500' Stainless Steel Cable - Maum Aerators Surge Basin
45970	Change Center for Health	\$ 3,251.50	Wellness Clinic - February 2019
45971	Cintas	\$ 129.67	Refill First Aid Cabinets - Lab, Pump Maint, Ops
45972	Colonial Life	\$ 432.83	Employee Deductions - Supplemental Insurance
45973	Cranford Construction Co.	\$ 519.25	Asphalt Repairs - Ward 2
45974	Datamax	\$ 70.84	Monthly Maintenance Engineering Copier
45975	Entergy	\$ 14,608.39	Electric: Crystal Bay, Maumelle Woods, Bridgeway #2, Hwy 365, White Oak TP, Wh Oak Lagoons, Wh Oak Structure, Wh Oak Barscreen
45976	Eureka Gardens Facilities Board	\$ 475.00	Debt Fee Collected Dec Cycle 7
45977	Forrester Heat and Air, LLC	\$ 197.10	Heater for Belt Press
45978	Gravel Ridge Sewer District	\$ 10,679.76	Debt Fee Collected Dec Cycles 5 & 7

**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
January 31, 2019**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
45979	Green & Chapman, Inc.	\$ 180.02	Diesel Fuel - Diamond Point PS
45980	Information Network of Arkansas	\$ 22.00	Criminal Background Check - New Hire
45981	Interstate Tire	\$ 21.90	Unit 138 - Flat Repair
45982	Jimmy Don Waddles Hauling, Inc.	\$ 2,300.00	Biosolids Hauling Maumelle TP to 2-Pines Landfill 01/09 -01/14/19 - 10 Loads
45983	L&L Municipal Supplies & Tools	\$ 1,641.96	Rubber Palm Gloves, Driver Gloves, Traffic Cones w/Reflectors
45984	Levy Concrete	\$ 164.25	3000 PSI Blocking Slump - 5-Mi Aerator Anchor
45985	Little Rock Winwater	\$ 556.81	50 lb Water Plug
45986	Michael Clayton	\$ 174.14	Reimbursement - Rental Car, Gas, Parking - Software Training
45987	Municipal League Workers Compensation Trust	\$ 72,975.00	2019 Workers Comp Insurance
45988	Newark Element14	\$ 1,851.77	Variable Frequency Drive - Maumelle RAS Pumps
45989	Northside Sales Co.	\$ 186.59	Safety Glasses
45990	O'Reilly Automotive Stores	\$ 20.75	Motor Oil
45991	Pettus Office Products	\$ 174.26	Copy paper, Postage Machine Ink, Vinyl coated Paper Clips, Hot Cups, Plastic Knives & Spoons, 5 in 1 Dater
45992	Petty Cash	\$ 165.73	Stamps for Billing Office, Fan for Billing Office, Clock, Bulbs, Batteries
45993	Pipe & Tube Supply	\$ 346.95	Materials for Concrete Form - 5-Mi
45994	Post Oak Acres	\$ 27.38	Dirt - Repairs Ward 4
45995	Powers Truck & Equipment	\$ 1,430.64	Unit #112 Repairs/Filters, Oil, Labor; Kubota KX-121 Repairs/Filters, Cartridge, Oil, Labor
45996	River Valley Tractor	\$ 129.59	Filters, Assy Element, Oil - Faulker Lake Lawn Equipment
45997	Sewer District #211	\$ 324.00	Billed Runyan Acres Accounts December Cycle 7
45998	Sonny Fulmer Trucking	\$ 1,941.10	Rock & Gravel Delivered to FLTP, Concrete Repair Ward 4, Asphalt Repair Ward 5
45999	Taggart Architects	\$ 28,147.50	Schematic Design, Design Development - Collections System Building Addition
46000	Vac-Con Inc.	\$ 811,238.00	New Vacccons: Units #143, #142
46001	Wade Company, Inc.	\$ 2,217.38	Maintenance Agreement - Lab HVAC 2/1/18 - 1/31/19
46002	Waste Management	\$ 10,392.06	Disposal of Biosolids from Maumelle TP to Two Pines Landfill
46003	Ameriprise Financial Services	\$ 75.00	Employee Contributions Pay Period Ending 1/20/2019
46004	Heart of Arkansas United Way	\$ 52.00	Employee Charitable Giving Pay Period Ending 1/20/2019
46005	OCSE Clearinghouse SDU	\$ 152.00	Arkansas Child Support Payments - Pay Period Ending 1/20/2019
46006	US Dept of Education	\$ 169.35	Employee Federal Student Loan Garnishment- Pay Period Ending 1/20/2019
46007	NLR Community Center	\$ 4.93	Wellness Program - 1 Employee - Pay Period Ending 1/20/2019
AF-02	Arkansas Federal Credit Union	\$ 4,510.31	Employee Deposits Pay Period Ending 1/20/2019
NAT-02	Nationwide Retirement Solutions	\$ 3,781.54	Retirement Contributions Pay Period Ending 1/20/2019
PR-02	Payroll Tax Deposit	\$ 44,016.73	Payroll Taxes Pay Period Ending 1/20/2019
46008	AA Flooring & Renovations	\$ 1,499.95	Remodel Ops Building Shower
46009	Advanced Cabling	\$ 59.11	19" Rack Shelf Admin Computer Room
46010	American Composting, Inc.	\$ 53.14	Brush Hauling - Ward 2

**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
January 31, 2019**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
46011	Arkansas Aggregates, Inc.	\$ 1,908.01	Stone & Gravel Delivered to FLTP
46012	AT&T Mobility	\$ 61.53	Cell Service - Survey Equipment
46013	Bentco, Inc.	\$ 795.00	Analog Cards, POE Power Supply, Dome Camera Set, Bullet Camera Set, Wall
46014	Connecting Point	\$ 641.66	Adapter, POE Switch - (FL Blower Bldg, FL Chlorine Bldg, 5-Mi Chlorine Bldg
46015	Digi-Key Electronics 3058463	\$ 356.66	Battery BackUps for Work Stations
46016	Entergy	\$ 388.78	PM Stock - Microfit 4 Circuit, Res 250 Ohm Axial, Jumper Term, Fuse Glass, Conn Term
46017	Environmental Services Company	\$ 946.16	Electric Bills: Clayton Chapel, Austin Lakes
46018	EZAutomation	\$ 956.10	Grab Sludge Samples/Wh Oak Lagoon; FLE Phosphorus Tests, Nitrate + Nitrite/FL Permit
46019	Fuelman	\$ 7,836.47	Slot Base, Output Module, Input Module, Analog In Module, Transformer/Cock of the Walk; 252 Cable, Port Tester/FL Blower Bldg; 7"HMI, RS 252 Cable/FL Belt Press Polymer Controls
46020	Grainger	\$ 811.14	Gasoline & Diesel Fuels Month of December 2018
46021	Half Associates	\$ 1,750.00	Heater & Mounting Bracket - FLTP Return Auxiliary Sludge Bldg
46022	Henard Utility Products	\$ 871.32	Survey Work & Legal Desc.Crystal Bay PS Parcel Area
46023	Hilburn, Calhoun, Harper, Prunski & Calhoun	\$ 2,468.00	Cable Assy + Freight - TV #1 & 32
46024	Instrument & Supply, Inc.	\$ 1,250.00	Marlar Easement Mislocation, Retainer, Special Projects
46025	Jason Pemberton	\$ 102.06	Grinder Pump - Lawrence Pump Sta.
46026	Jimmy Don Waddles Hauling, Inc.	\$ 4,140.00	Meal & Mileage Reimb - Class 1 Testing
46027	Joe's Garage & Wrecker Service	\$ 158.46	Biosolids Hauling Maumelle TP to 2-Pines Landfill 01/15 -01/21/19 - 18 Loads
46028	Kayla Jones	\$ 87.87	Unit #93 - Oil & Filter Change, Code Test, Clear Codes
46029	Legal Shield	\$ 139.55	Meal & Mileage Reimb - Class 1 Testing
46030	Nease Electrical Inc.	\$ 8,170.00	Employee Prepaid Legal - Jan 2019
46031	North Little Rock Electric	\$ 373.99	2018 Aux Gen & Trans Switches - Period one
46032	Omega Engineering Inc.	\$ 615.00	Electric Bill - Wilcox PS
46033	OmniSite	\$ 19,200.00	Multisignal Digital Panel Meter - FL Blower Building
46034	P. I. Roofing & Home Solutions	\$ 7,297.00	1-Year Wireless Service 64 Omni sites - SCADA
46035	Pettus Office Products	\$ 452.24	Re-roof Mansard Pump Maint Bldg
46036	Pick Up Truck Warehouse	\$ 733.57	Plastic Spoons, Printer, DayMinder Refill, Desk Calendar, Ink Cartridges
46037	Post Oak Acres	\$ 54.76	Unit #145 - Rubber Bed Mat, Husky Mats, Step Bars
46038	Powers Truck & Equipment	\$ 260.58	Dirt - Ward 4 Repairs
46039	S & W Chemical	\$ 935.85	Repair Wiring Trailer #10, Repair Air Leak Unit #111
46040	Taggart Architects	\$ 10,240.00	Disposable Gloves - Operators
46041	US Landscape	\$ 736.32	Design Development Coll Sys Bldg Addn
46042	Verizon Wireless	\$ 1,555.27	Asphalt Repair - Ward 2 Monthly Cell Phone Bill 1/7/19 - 2/6/19

**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
January 31, 2019**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
46043	Waste Management	\$ 8,473.38	Dumpster Svc - VacCons, Maumelle, FLTP, 5-Mi, Shillcutt
ELECPYMT-1	Centennial Bank	\$ 5,097.89	Credit Card - Bal of Christmas Luncheon, On-Line Job Ads Nov 18, Coffee Carafe, Comm Meeting Lunch, Parts Chlorine Actuator, 3 Airline Tickets Software Training, Office Chair Wheels, Comb Binding System
46044	A'Test Consultants, Inc.	\$ 25.00	10/2/18 Post Accident Breath Test - Emp# R017
46045	Advanced Fluid Technologies	\$ 7,715.88	Pump Repairs Maumelle Surge Basin Pump #3
46046	AFLAC	\$ 1,876.90	Employee Deductions - Supplemental Insurance
46047	Applied Industrial Technology	\$ 191.50	Part for FLTP Sludge Feed Pumps
46048	AR Dept of Emergency Mgt	\$ 61.00	Gov't Excess - File Cabinets, Screening Bins, Rotary Chair, Hand Tools
46049	Arkansas Aggregates, Inc.	\$ 681.58	Stone and Gravel delivered to FLTP
46050	AT&T	\$ 1,189.56	Phone Service FLTP 1/11/189 - 2/10/19
46051	AT&T	\$ 1,126.45	Data Comm between FLTP, City Services, CAW
46052	AT&T Mobility	\$ 241.44	Monthly Cell Service SCADA System 12/12/18 - 1/11/19
46053	AR Water & Wastewater Manager's Assoc.	\$ 150.00	Spring Workshop Registration - Wilkins
46054	Central Diesel Repair	\$ 263.54	Unit #78 Oil Change and Transmission Cable; Unit #77 Oil Change
46055	City of North Little Rock	\$ 36,200.00	10" Sewer Main Extension E. 4th & Poplar/NLRW Share (4/11/17 Approved)
46056	Control Worx	\$ 5,131.07	2 Chlorine Vacuum Regulators, Mounts & Heaters - FLTP
46057	Darrell R. Sansom	\$ 3,000.00	January 2019 - Computer & Network Consulting and Maintenance
46058	Drop It Conversions	\$ 409.68	Replace & Repair Fire Damage to Unit #131
46059	Duke's Root Control, Inc.	\$ 640.00	Industrial Cleaner for Sewer Lines
46060	EGP, PLLC	\$ 3,000.00	Progress Billing 2018 Financial Statement Audit
46061	Entergy	\$ 32,597.46	Electric: 5-Mi Infr, 5-Mi Ck#1, 5-Mi S., Trammel, 5-Mi N, Marche, 5-Mi Gate, Chapel Ridge, Rixie Hwy 161, Frontier, MidState, McAlmont, Eureka Judy, Eureka 46th, Quapaw, Hill Lake, Rixie Rd, Rixie Lucky, Seminole W, E, Ponca, Osage Hills, Falls, Odom Bl Mtn, New Bedford, Maum Valley
46062	Gravel Ridge Sewer District	\$ 18,226.81	Billed Accounts Dec. Cycle 9
46063	Harcros Chemicals	\$ 1,311.76	2 x 1 Ton Containers Chlorine - FL Plant
46064	Interstate Tire	\$ 21.90	Patch Unit #132
46065	Jimmy Don Waddles Hauling, Inc.	\$ 3,320.00	Biosolids Hauling Maumelle TP to 2-Pines Landfill 01/23 -01/28/19 - 14 Loads
46066	Joe's Garage & Wrecker Service	\$ 1,394.25	Unit #124 - Repair Power Train Control Module
46067	Kerr Paper & Supply Co.	\$ 459.35	Wipers, Cfold Towels, Black Bags - Lab & PM
46068	L&L Municipal Supplies & Tools	\$ 4,782.86	6" & 8" Diamond Cutters, Long PVC Gloves, Hip Boots, Knee Boots, Bright Red Sewer Tablets
46069	Metro Disaster Specialists	\$ 38,597.02	Packing, Moving, Cleaning, Storage Due to Fire Damage FLTP
46070	Municipal Health Benefit Fund	\$ 68,770.98	Employee Health Insurance February 2019

**NORTH LITTLE ROCK WASTEWATER
CASH DISBURSEMENTS
January 31, 2019**

CK #	CHECK PAYABLE TO	AMOUNT	DESCRIPTION
46071	North Little Rock Electric	\$ 37,680.12	Electric: Oakbrook, Maryland E, Harris Ind, Cypress Xng, FL Lab, Wh O Gate, 3812B Nona, Faulkner Xng, FL Plnt Mnt, FL CS&E, Delta Lawn, Pinetree, FLTP, Shillicutt, FL Blower, Lakewood, Baucum Ind, FL Adm, Shorter, Dixie, 3924B Nona, 3804B Nona, Lansbrook Holt, FL Sludge, Galloway Maybelline, I-440 Ind, Hwy 107, Maryland Place
46072	Omega Engineering Inc.	\$ 120.00	Relay Output modules - FL Blower Bldg
46073	Panera, LLC	\$ 93.14	1/8/19 Committee Meeting Lunches & Drinks
46074	Pettus Office Products	\$ 1,128.30	Toner Cartridges, Notebooks, Labels, Paper Towels, Tissue, Lamp, Charger, Mouse, Mouse Pad, Tape, Index Tabs, Briteliners, Printer, DayMinder
46075	Petty Cash	\$ 321.25	Reimburse Petty Cash Expenditures - 11/7/18 - 1/24/19
46076	Corey Malchaski	\$ 350.00	4 Hays Court - Partial Reimbursement of Plumbing Bill
46077	RG&A	\$ 207.51	Unit #143 - Hose Assembly
46078	Sewer District #211	\$ 50,677.79	Billed Ruryan Acres Accounts December Cycle 9
46079	Terminix Processing Center	\$ 119.36	Pest Control Service Date 1/8
46080	Ulysses Keon Talbert	\$ 91.46	Meal & Mileage Reimb - Class 1 Testing
46081	USA Bluebook	\$ 565.82	Flat Bulb Electrode, pH Electrode Cleaner, Digital Gateway
46082	Verizon Connect Fleet USA, LLC	\$ 490.00	Monthly Vehicle Service - 14 Units
46083	Gwatney Buick GMC	\$ 1,797.77	Unit #130 - Replace and Repair and Repaint Damaged Areas
ELECPYMT-2	Pitney Bowes	\$ 806.50	Refill Postage Machine
		\$ 2,848,430.45	
	Pay Period Ending 1/06/19	\$ 115,129.70	
	Pay Period Ending 1/20/19	\$ 126,054.04	
	Arkansas Federal Credit Union	\$ 25.00	Monthly Fee for Electronic Deposit of Credit Union Deductions
	ADFA-Loan Payments	\$ 243,754.78	Monthly Loan Payments Drafted from Account
	2016 Construction Fund	\$ 486,418.17	Total Disbursements From Account
	TOTAL UTILITY CASH DISBURSEMENTS	\$ 3,819,812.14	

(3)

FINANCIAL STATEMENTS FOR JANUARY 2019

ACTION REQUESTED:

Approve the Financial Statements for January 2019.



North Little Rock Wastewater
Balance Sheet
Thursday, January 31, 2019

ASSETS	
CURRENT ASSETS	
PETTY CASH	\$700.00
CASH IN BANK	\$3,221,576.96
CERTIFICATES OF DEPOSIT	\$8,034,114.40
ADFA HOLDING ACCOUNTS	\$738,402.86
ACCOUNTS RECEIVABLE	\$3,161,376.37
ACCRUED INTEREST RECEIVABLE	\$63,445.57
ON-SITE INVENTORY	\$26,056.43
PREPAID LIABILITY INSURANCE	\$108,165.75
PREPAID WORKERS COMPENSATION INSURANCE	\$66,893.75
OTHER PREPAID EXPENSES	\$41,340.95
TOTAL CURRENT ASSETS	<u>\$15,462,073.04</u>
PROPERTY, PLANT & EQUIPMENT	
LAND	\$3,139,810.46
PUMPING STATION STRUCTURES	\$12,021,313.86
SEWER SYSTEM LINES	\$72,829,739.05
TREATMENT PLANT STRUCTURES	\$77,837,568.13
ADMINISTRATION & MAINT. & ENG. BUILDINGS	\$917,063.85
LABORATORY BUILDING	\$1,243,794.95
SEWER SYSTEM EQUIPMENT	\$13,684,063.52
EST. VALUE OF OLD SEWER LINES	\$5,081,361.47
CONSTRUCTION IN PROGRESS	\$5,740,455.00
ACCUMULATED DEPRECIATION	(\$74,404,509.16)
TOTAL PROPERTY, PLANT & EQUIPMENT	<u>\$118,090,661.13</u>
OTHER ASSETS	
RIXIE OM&R RECEIVABLE	\$176,055.20
DEFERRED OUTFLOWS RELATED TO PENSION	\$2,150,133.00
TOTAL OTHER ASSETS	<u>\$2,326,188.20</u>
TOTAL ASSETS	<u>\$135,878,922.37</u>

North Little Rock Wastewater
Balance Sheet
Thursday, January 31, 2019

LIABILITIES	
CURRENT LIABILITIES	
ACCOUNTS PAYABLE	\$102,179.39
ADVANCE-INSURANCE CO.	\$283,205.52
OWED TO OTHER DISTRICTS	\$90,187.47
FRANCHISE FEE PAYABLE	\$160,117.28
PAYABLE TO RIXIE	\$1,388.50
PAYABLE TO EUREKA GARDENS	\$4,000.00
ACCRUED SICK LEAVE	\$403,738.97
ACCRUED VACATION LEAVE	\$227,705.36
ACCRUED EMPLOYEE BENEFITS	(\$1,684.31)
ACCRUED INTEREST PAYABLE	\$328,482.80
ACCRUED PENSION PLAN CONTRIBUTION	\$66,183.33
TOTAL CURRENT LIABILITIES	<u>\$1,665,504.31</u>
OTHER LIABILITIES	
BONDS PAYABLE-SERIES 2001	\$3,419,112.55
BONDS PAYABLE-SERIES 2008	\$9,941,469.60
BONDS PAYABLE-SERIES 2012	\$18,475,139.72
BONDS PAYABLE-SERIES 2016	11,272,626.00
RESERVE FOR BIO-SOILD DISPOSAL	\$2,330,870.62
OPEB OBLIGATION-GASB 45	\$191,393.00
NET PENSION LIABILITY	\$2,786,093.00
DEFERRED INFLOWS RELATED TO PENSIONS	\$943,278.00
TOTAL OTHER LIABILITIES	<u>\$49,359,982.49</u>
EQUITY	
CONTRIBUTED CAPITAL	\$30,110,329.51
DONATED CAPITAL	\$17,727,878.80
RETAINED EARNINGS	\$36,384,351.68
CURRENT YEAR NET INCOME / (LOSS)	\$630,875.58
TOTAL EQUITY	<u>\$84,853,435.57</u>
TOTAL LIABILITIES & EQUITY	<u>\$135,878,922.37</u>

North Little Rock Wastewater
Income Statement

For the One Month Ending Thursday, January 31, 2019

	YEAR TO DATE BUDGET	YEAR TO DATE 2019	YEAR TO DATE 2018
REVENUE			
OPERATING REVENUE			
INSIDE NLR SERVICE CHARGES	\$1,089,500.00	\$1,069,244.74	\$1,037,572.15
OUTSIDE NLR SERVICE CHARGES	\$241,600.00	\$240,905.50	\$230,224.64
MAUMELLE SERVICE CHARGES	\$265,700.00	\$237,116.69	\$228,373.55
SHERWOOD TREATMENT CHARGES	\$43,300.00	\$51,019.00	\$28,239.00
CUSTOMER SERVICE CHARGES	\$4,400.00	\$4,378.37	\$4,214.41
INDUSTRY REGULAR CHARGES	\$178,100.00	\$175,871.43	\$150,567.12
INDUSTRY SURCHARGE/PENALTY CHARGES	\$33,400.00	\$39,018.52	\$28,164.61
INDUSTRY LATE FEE CHARGES	\$800.00	\$752.24	\$1,078.90
LATE FEE CHARGES-RES. & COM.	\$26,900.00	\$33,157.56	\$24,250.88
TIE-ON FEE CHARGES	\$0.00	\$1,420.80	\$0.00
CONNECTION INSPECTION PERMITS	\$3,300.00	\$2,665.00	\$3,600.00
PARTIAL INSPECTION PERMITS	\$0.00	\$90.00	\$135.00
TAP & STREET CUTTING PERMITS	\$800.00	\$700.00	\$700.00
REVIEW PLANS & SPECIFICATIONS	\$500.00	\$0.00	\$2,105.00
TOTAL OPERATING REVENUE	\$1,888,300.00	\$1,856,339.85	\$1,739,225.26
NON OPERATING REVENUE			
INTEREST EARNED INCOME-SECURITIES	\$10,700.00	\$10,956.62	\$3,620.38
INTEREST EARNED INCOME-CHECKING	\$600.00	\$862.62	\$684.00
INTEREST EARNED INCOME-NOTES	\$400.00	\$448.58	\$448.58
DISCOUNTS EARNED	\$0.00	\$11.38	\$21.41
MISCELLANEOUS INCOME	\$0.00	\$200.00	\$0.00
TOTAL NON-OPERATING REVENUE	\$11,700.00	\$12,479.20	\$4,774.37
TOTAL REVENUE	\$1,900,000.00	\$1,868,819.05	\$1,743,999.63

North Little Rock Wastewater
Income Statement
For the One Month Ending Thursday, January 31, 2019

	YEAR TO DATE BUDGET	YEAR TO DATE 2019	YEAR TO DATE 2018
OPERATING EXPENSES			
WALKING CREW	\$4,900.00	\$920.04	\$1,356.23
TROUBLE CREW	\$10,200.00	\$8,125.94	\$6,754.33
MANHOLE CREW	\$10,400.00	\$4,545.53	\$5,493.30
POWER DRIVE CREW	\$7,700.00	\$2,838.90	\$3,777.91
TELEVISION CREW #1	\$12,100.00	\$8,058.86	\$7,546.78
TELEVISION CREW #2	\$11,500.00	\$8,288.06	\$15,490.92
COLLECTION SYSTEMS-GENERAL	\$126,000.00	\$86,730.45	\$151,539.18
REPAIR CREW #1	\$22,100.00	\$11,076.80	\$26,735.99
REPAIR CREW #2	\$17,400.00	\$12,260.37	\$12,051.67
REPAIR CREW #3	\$21,000.00	\$8,490.56	\$11,235.60
REPAIR CREW #4	\$13,000.00	\$7,640.03	\$8,124.51
POWER RODDING CREW #1	\$5,800.00	\$1,487.53	\$1,939.06
VAC-CON CREW #1	\$15,700.00	\$12,400.52	\$12,042.36
VAC-CON CREW #2	\$14,400.00	\$11,656.68	\$3,350.65
VAC-CON CREW #3	\$14,700.00	\$12,150.97	\$3,802.61
VAC-CON CREW #4	\$0.00	\$379.41	\$271.34
VAC-CON CREW #5	\$13,500.00	\$10,598.37	\$10,217.68
LOCATION WORK	\$4,200.00	\$2,983.14	\$2,976.47
ENGINEERING OFFICE	\$28,300.00	\$14,873.80	\$14,231.98
GENERAL ENGINEERING DEPT.	\$32,900.00	\$19,401.84	\$12,162.53
PRETREATMENT DEPARTMENT	\$20,500.00	\$11,848.50	\$16,005.60
TREATMENT DEPARTMENT	\$416,600.00	\$330,963.71	\$347,968.51
PUMP STATION DEPARTMENT	\$51,300.00	\$44,570.48	\$43,191.69
BILLING DEPARTMENT	\$66,700.00	\$53,322.51	\$53,913.08
ADMINISTRATIVE	\$90,900.00	\$70,234.01	\$74,184.37
DEPRECIATION EXPENSE-NON VEHICLE	\$345,800.00	\$329,619.70	\$311,566.20
PENSION EXPENSE	\$67,100.00	\$66,183.33	\$62,758.34
TOTAL OPERATING EXPENSES	<u>\$1,444,700.00</u>	<u>\$1,151,650.04</u>	<u>\$1,220,688.89</u>
NON-OPERATING EXPENSES			
INTEREST ON DEBT-ALL BONDS	\$87,400.00	\$86,293.43	\$81,123.98
TOTAL NON-OPERATING EXPENSES	<u>\$87,400.00</u>	<u>\$86,293.43</u>	<u>\$81,123.98</u>
TOTAL EXPENSES	<u>\$1,532,100.00</u>	<u>\$1,237,943.47</u>	<u>\$1,301,812.87</u>
NET INCOME (LOSS)	<u>\$367,900.00</u>	<u>\$630,875.58</u>	<u>\$442,186.76</u>

North Little Rock Wastewater
Income Statement
For the One Month Ending Thursday, January 31, 2019

	JANUARY 2019	YEAR TO DATE 2019	JANUARY 2018	YEAR TO DATE 2018
REVENUE				
OPERATING REVENUE				
INSIDE NLR SERVICE CHARGES	\$1,069,244.74	\$1,069,244.74	\$1,037,572.15	\$1,037,572.15
OUTSIDE NLR SERVICE CHARGES	\$240,905.50	\$240,905.50	\$230,224.64	\$230,224.64
MAUMELLE SERVICE CHARGES	\$237,116.69	\$237,116.69	\$228,373.55	\$228,373.55
SHERWOOD TREATMENT CHARGES	\$51,019.00	\$51,019.00	\$28,239.00	\$28,239.00
CUSTOMER SERVICE CHARGES	\$4,378.37	\$4,378.37	\$4,214.41	\$4,214.41
INDUSTRY REGULAR CHARGES	\$175,871.43	\$175,871.43	\$150,567.12	\$150,567.12
INDUSTRY SURCHARGE/PENALTY CHARGES	\$39,018.52	\$39,018.52	\$28,164.61	\$28,164.61
INDUSTRY LATE FEE CHARGES	\$752.24	\$752.24	\$1,078.90	\$1,078.90
LATE FEE CHARGES-RES. & COM.	\$33,157.56	\$33,157.56	\$24,250.88	\$24,250.88
TIE-ON FEE CHARGES	\$1,420.80	\$1,420.80	\$0.00	\$0.00
CONNECTION INSPECTION PERMITS	\$2,665.00	\$2,665.00	\$3,600.00	\$3,600.00
PARTIAL INSPECTION PERMITS	\$90.00	\$90.00	\$135.00	\$135.00
TAP & STREET CUTTING PERMITS	\$700.00	\$700.00	\$700.00	\$700.00
REVIEW PLANS & SPECIFICATIONS	\$0.00	\$0.00	\$2,105.00	\$2,105.00
TOTAL OPERATING REVENUE	<u>\$1,856,339.85</u>	<u>\$1,856,339.85</u>	<u>\$1,739,225.26</u>	<u>\$1,739,225.26</u>
NON OPERATING REVENUE				
INTEREST EARNED INCOME-SECURITIES	\$10,956.62	\$10,956.62	\$3,620.38	\$3,620.38
INTEREST EARNED INCOME-CHECKING	\$862.62	\$862.62	\$684.00	\$684.00
INTEREST EARNED INCOME-NOTES	\$448.58	\$448.58	\$448.58	\$448.58
DISCOUNTS EARNED	\$11.38	\$11.38	\$21.41	\$21.41
MISCELLANEOUS INCOME	\$200.00	\$200.00	\$0.00	\$0.00
TOTAL NON-OPERATING REVENUE	<u>\$12,479.20</u>	<u>\$12,479.20</u>	<u>\$4,774.37</u>	<u>\$4,774.37</u>
TOTAL REVENUE	<u>\$1,868,819.05</u>	<u>\$1,868,819.05</u>	<u>\$1,743,999.63</u>	<u>\$1,743,999.63</u>

North Little Rock Wastewater
Income Statement
For the One Month Ending Thursday, January 31, 2019

	JANUARY 2019	YEAR TO DATE 2019	JANUARY 2018	YEAR TO DATE 2018
OPERATING EXPENSES				
WALKING CREW	\$920.04	\$920.04	\$1,356.23	\$1,356.23
TROUBLE CREW	\$8,125.94	\$8,125.94	\$6,754.33	\$6,754.33
MANHOLE CREW	\$4,545.53	\$4,545.53	\$5,493.30	\$5,493.30
POWER DRIVE CREW	\$2,838.90	\$2,838.90	\$3,777.91	\$3,777.91
TELEVISION CREW #1	\$8,058.86	\$8,058.86	\$7,546.78	\$7,546.78
TELEVISION CREW #2	\$8,288.06	\$8,288.06	\$15,490.92	\$15,490.92
COLLECTION SYSTEMS-GENERAL	\$86,730.45	\$86,730.45	\$151,539.18	\$151,539.18
REPAIR CREW #1	\$11,076.80	\$11,076.80	\$26,735.99	\$26,735.99
REPAIR CREW #2	\$12,260.37	\$12,260.37	\$12,051.67	\$12,051.67
REPAIR CREW #3	\$8,490.56	\$8,490.56	\$11,235.60	\$11,235.60
REPAIR CREW #4	\$7,640.03	\$7,640.03	\$8,124.51	\$8,124.51
POWER RODDING CREW #1	\$1,487.53	\$1,487.53	\$1,939.06	\$1,939.06
VAC-CON CREW #1	\$12,400.52	\$12,400.52	\$12,042.36	\$12,042.36
VAC-CON CREW #2	\$11,656.68	\$11,656.68	\$3,350.65	\$3,350.65
VAC-CON CREW #3	\$12,150.97	\$12,150.97	\$3,802.61	\$3,802.61
VAC-CON CREW #4	\$379.41	\$379.41	\$271.34	\$271.34
VAC-CON CREW #5	\$10,598.37	\$10,598.37	\$10,217.68	\$10,217.68
LOCATION WORK	\$2,983.14	\$2,983.14	\$2,976.47	\$2,976.47
ENGINEERING OFFICE	\$14,873.80	\$14,873.80	\$14,231.98	\$14,231.98
GENERAL ENGINEERING DEPT.	\$19,401.84	\$19,401.84	\$12,162.53	\$12,162.53
PRETREATMENT DEPARTMENT	\$11,848.50	\$11,848.50	\$16,005.60	\$16,005.60
TREATMENT DEPARTMENT	\$330,963.71	\$330,963.71	\$347,968.51	\$347,968.51
PUMP STATION DEPARTMENT	\$44,570.48	\$44,570.48	\$43,191.69	\$43,191.69
BILLING DEPARTMENT	\$53,322.51	\$53,322.51	\$53,913.08	\$53,913.08
ADMINISTRATIVE	\$70,234.01	\$70,234.01	\$74,184.37	\$74,184.37
DEPRECIATION EXPENSE-NON VEHICLE	\$329,619.70	\$329,619.70	\$311,566.20	\$311,566.20
PENSION EXPENSE	\$66,183.33	\$66,183.33	\$62,758.34	\$62,758.34
TOTAL OPERATING EXPENSES	<u>\$1,151,650.04</u>	<u>\$1,151,650.04</u>	<u>\$1,220,688.89</u>	<u>\$1,220,688.89</u>
NON-OPERATING EXPENSES				
INTEREST ON DEBT-ALL BONDS	\$86,293.43	\$86,293.43	\$81,123.98	\$81,123.98
TOTAL NON-OPERATING EXPENSES	<u>\$86,293.43</u>	<u>\$86,293.43</u>	<u>\$81,123.98</u>	<u>\$81,123.98</u>
TOTAL EXPENSES	<u>\$1,237,943.47</u>	<u>\$1,237,943.47</u>	<u>\$1,301,812.87</u>	<u>\$1,301,812.87</u>
NET INCOME (LOSS)	<u>\$630,875.58</u>	<u>\$630,875.58</u>	<u>\$442,186.76</u>	<u>\$442,186.76</u>

North Little Rock Wastewater
Income Statement
For the One Month Ending

	JANUARY 2019	JANUARY 2018	JANUARY 2017	JANUARY 2016	JANUARY 2015	JANUARY 2014
REVENUE						
OPERATING REVENUE						
INSIDE NLR SERVICE CHARGES	\$1,069,244.74	\$1,037,572.15	\$938,410.42	\$857,720.67	\$887,084.65	\$826,403.70
OUTSIDE NLR SERVICE CHARGES	\$240,905.50	\$230,224.64	\$208,321.48	\$187,293.08	\$191,360.22	\$176,000.60
MAUMELLE SERVICE CHARGES	\$237,116.69	\$228,373.55	\$205,602.33	\$0.00	\$0.00	\$0.00
SHERWOOD TREATMENT CHARGES	\$51,019.00	\$28,239.00	\$28,244.00	\$40,994.00	\$28,109.00	\$28,011.00
CUSTOMER SERVICE CHARGES	\$4,378.37	\$4,214.41	\$4,151.99	\$4,196.38	\$4,096.76	\$4,037.13
INDUSTRY REGULAR CHARGES	\$175,871.43	\$150,567.12	\$98,555.51	\$86,824.92	\$70,248.36	\$75,682.72
INDUSTRY SURCHARGE/PENALTY CHARGES	\$39,018.52	\$28,164.61	\$44,460.02	\$2,330.96	\$2,917.34	\$13,554.30
INDUSTRY LATE FEE CHARGES	\$752.24	\$1,078.90	\$881.86	\$0.00	\$3,498.72	\$1,678.50
LATE FEE CHARGES-RES. & COM.	\$33,157.56	\$24,250.88	\$28,601.96	\$20,044.87	\$17,410.98	\$23,849.17
TIE-ON FEE CHARGES	\$1,420.80	\$0.00	\$986.81	\$0.00	\$243.00	\$0.00
CONNECTION INSPECTION PERMITS	\$2,665.00	\$3,600.00	\$2,625.00	\$970.00	\$2,065.00	\$2,580.00
PARTIAL INSPECTION PERMITS	\$90.00	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00
TAP & STREET CUTTING PERMITS	\$700.00	\$700.00	\$1,050.00	\$700.00	\$700.00	\$1,050.00
REVIEW PLANS & SPECIFICATIONS	\$0.00	\$2,105.00	\$0.00	\$0.00	\$176.03	\$0.00
TOTAL OPERATING REVENUE	\$1,856,339.85	\$1,739,225.26	\$1,561,891.38	\$1,201,074.88	\$1,207,910.06	\$1,152,847.12
NON OPERATING REVENUE						
INTEREST EARNED INCOME-SECURITIES	\$10,956.62	\$3,620.38	\$849.27	\$1,207.18	\$1,177.23	\$859.65
INTEREST EARNED INCOME-CHECKING	\$862.62	\$684.00	\$341.50	\$487.28	\$245.74	\$92.25
INTEREST EARNED INCOME-NOTES	\$448.58	\$448.58	\$448.58	\$459.19	\$493.05	\$554.15
DISCOUNTS EARNED	\$11.38	\$21.41	\$54.19	\$29.09	\$4.13	\$7.23
MISCELLANEOUS INCOME	\$200.00	\$0.00	\$3,885.00	\$0.00	\$1,203.20	\$0.00
TOTAL NON-OPERATING REVENUE	\$12,479.20	\$4,774.37	\$5,578.54	\$2,182.74	\$3,123.35	\$1,513.28
TOTAL REVENUE	\$1,868,819.05	\$1,743,999.63	\$1,567,469.92	\$1,203,257.62	\$1,211,033.41	\$1,154,360.40

North Little Rock Wastewater
Income Statement
For the One Month Ending

	JANUARY 2019	JANUARY 2018	JANUARY 2017	JANUARY 2016	JANUARY 2015	JANUARY 2014
OPERATING EXPENSES						
WALKING CREW	\$920.04	\$1,356.23	\$0.00	\$0.00	\$1,632.06	\$0.00
TROUBLE CREW	\$8,125.94	\$6,754.33	\$9,544.22	\$10,507.60	\$7,906.25	\$10,557.92
MANHOLE CREW	\$4,545.53	\$5,493.30	\$3,336.00	\$3,326.07	\$9,785.92	\$5,723.36
POWER DRIVE CREW	\$2,838.90	\$3,777.91	\$4,480.99	\$513.42	\$5,462.41	\$7,475.52
TELEVISION CREW #1	\$8,058.86	\$7,546.78	\$8,266.88	\$6,730.15	\$7,686.02	\$5,421.25
TELEVISION CREW #2	\$8,288.06	\$15,490.92	\$6,857.54	\$6,977.42	\$7,094.15	\$5,454.70
COLLECTION SYSTEMS-GENERAL	\$86,730.45	\$151,539.18	\$89,999.03	\$86,092.98	\$83,541.98	\$70,050.24
REPAIR CREW #1	\$11,076.80	\$26,735.99	\$9,316.76	\$12,695.11	\$12,939.47	\$10,705.54
REPAIR CREW #2	\$12,260.37	\$12,051.67	\$13,801.88	\$11,226.09	\$8,677.13	\$7,963.27
REPAIR CREW #3	\$8,490.56	\$11,235.60	\$10,622.31	\$7,585.99	\$21,965.50	\$16,946.84
REPAIR CREW #4	\$7,640.03	\$8,124.51	\$9,299.46	\$0.00	\$0.00	\$0.00
POWER RODDING CREW #1	\$1,487.53	\$1,939.06	\$1,700.75	\$0.00	\$3,647.27	\$2,794.17
POWER RODDING CREW #2	\$0.00	\$0.00	\$0.00	\$0.00	\$1,739.93	\$2,870.25
VAC-CON CREW #1	\$12,400.52	\$12,042.36	\$10,607.63	\$8,700.95	\$12,314.16	\$11,149.37
VAC-CON CREW #2	\$11,656.68	\$3,350.65	\$4,326.90	\$9,630.24	\$11,415.34	\$10,441.14
VAC-CON CREW #3	\$12,150.97	\$3,802.61	\$9,146.37	\$9,849.92	\$11,303.39	\$9,766.51
VAC-CON CREW #4	\$379.41	\$271.34	\$671.20	\$440.24	\$706.89	\$0.00
VAC-CON CREW #5	\$10,598.37	\$10,217.68	\$5,028.16	\$9,074.83	\$0.00	\$0.00
SURVEY CREW	\$0.00	\$0.00	\$3,312.60	\$3,946.52	\$3,161.83	\$4,887.45
LOCATION WORK	\$2,983.14	\$2,976.47	\$2,978.28	\$2,556.77	\$2,942.57	\$3,820.00
ENGINEERING OFFICE	\$14,873.80	\$14,231.98	\$11,935.08	\$11,078.21	\$13,030.24	\$13,495.12
ENGINEERING-SSES	\$0.00	\$0.00	\$518.55	\$201.50	\$603.92	\$1,457.55
GENERAL ENGINEERING DEPT.	\$19,401.84	\$12,162.53	\$18,218.48	\$17,044.45	\$16,718.90	\$19,088.76
PRETREATMENT DEPARTMENT	\$11,848.50	\$16,005.60	\$13,063.79	\$12,683.57	\$13,851.25	\$14,487.30
TREATMENT DEPARTMENT	\$330,963.71	\$347,968.51	\$302,265.43	\$247,760.58	\$231,833.16	\$268,059.56
PUMP STATION DEPARTMENT	\$44,570.48	\$43,191.69	\$34,282.71	\$33,676.16	\$22,342.68	\$27,101.69
BILLING DEPARTMENT	\$53,322.51	\$53,913.08	\$49,142.06	\$42,227.01	\$41,259.39	\$40,663.89
ADMINISTRATIVE	\$70,234.01	\$74,184.37	\$60,784.41	\$68,153.64	\$58,711.18	\$64,357.78
(GAIN) LOSS ON PROPERTY DISPOSALS	\$0.00	\$0.00	\$1,989.23	\$0.00	\$0.00	\$0.00
DEPRECIATION EXPENSE-NON VEHICLE	\$329,619.70	\$311,566.20	\$322,706.75	\$232,906.46	\$220,952.88	\$186,894.86
PENSION EXPENSE	\$66,183.33	\$62,758.34	\$58,775.00	\$54,166.67	\$50,000.00	\$41,666.67
TOTAL OPERATING EXPENSES	\$1,151,650.04	\$1,220,688.89	\$1,076,978.45	\$909,752.55	\$883,225.87	\$863,300.71
NON-OPERATING EXPENSES						
INTEREST ON DEBT-ALL BONDS	\$86,293.43	\$81,123.98	\$75,495.98	\$72,222.64	\$64,770.26	\$46,848.23
TOTAL NON-OPERATING EXPENSES	\$86,293.43	\$81,123.98	\$75,495.98	\$72,222.64	\$64,770.26	\$46,848.23
TOTAL EXPENSES	\$1,237,943.47	\$1,301,812.87	\$1,152,474.43	\$981,975.19	\$947,996.13	\$910,148.94
NET INCOME (LOSS)	\$630,875.58	\$442,186.76	\$414,995.49	\$221,282.43	\$263,037.28	\$244,211.46

(4)

ANNUAL PAGIS DUES

The annual dues payment for membership to the Pulaski Area Geographic Information System (PAGIS) is due. The amount is \$39,705 and has been the same for the last eight (8) years. This item is included in the 2019 budget for \$40,900.

ACTION REQUESTED:

Authorize annual dues payment to PAGIS in the amount of \$39,705.





Pulaski Area Geographic Information System
 221 East Capitol Ave., 4th Floor #417
 Little Rock, Arkansas 72202
 Phone: {501}377-1264 Fax: {501}210-4980
 Julie.Kent@pagis.org

Handwritten: 1976
 JAN 7 2019
 NLR WWU

Invoice

Date	Invoice #
1/4/2019	1976

Bill To

Remit To:

North Little Rock Wastewater Utility
 P.O. Box 17898
 North Little Rock, Arkansas 72117

PAGIS
 221 East Capitol Avenue
 4th Floor, Room #417
 Little Rock, Arkansas 72202

Quan...	Item Code	Description	P.O. Number	Project
			Price Each	Amount
1	OD- NLRW...	2019 Operating Dues - NLRWWU		
			39,705.00	39,705.00

Rec'd Acctg RECEIVED JAN - 7 2019
 Sent to _____
 P.O.# _____
 Amt Verified _____

Total \$39,705.00

Phone #
 501-377-1264

Web Site
www.pagis.org

(5)

MODIFICATIONS TO THE VacCon/TV BAYS

At a special called meeting on November 6, 2018, the Committee declared an emergency and authorized staff to retain the services of CBM, Inc. and TAGGART/Architects for replacement of the fire damaged buildings at the Faulkner Lake WRF. Staff have been engaged with CBM, Inc. and TAGGART/Architects with the damage assessment and preliminary planning for the work.

TAGGART/Architects are currently under contract for architectural services for the collections systems offices addition, and staff would like to consider combining the collections systems building addition project with the modifications to the VacCon/TV bays project to expedite the work and to take advantage of any economies of scale.

Staff recommends entering into a construction management contract with CBM, Inc. for modifications to the VacCon/TV bays and to include the collections systems building addition.

A copy of the proposed contract is included.

ACTION REQUESTED:

Authorize staff to enter into a construction management contract with CBM, Inc. for modifications to the VacCon/TV bays and to include the collections systems building addition.



AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Fifth day of February in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner
(Name, legal status and address)

North Little Rock Wastewater Utility
P.O. Box 17898
North Little Rock, AR 72117

and the Construction Manager:
(Name, legal status and address)

CB.M. Construction Co., Inc
P.O. Box 17016
North Little Rock, AR 72117

for the following Project:
(Name and address or location)

Replace Fire Damaged Building and an Addition to Engineering Building
7400 Baucum Pike
North Little Rock, AR 72116

The Architect
(Name, legal status and address)

Taggart Architects
4500 Burrow Drive
North Little Rock, AR 72117

The Owner's Designated Representative:
(Name, address and other information)

Marc Wilkins
7400 Baucum Pike
North Little Rock, AR 72117
Telephone: (501) 945-7186

The Construction Manager's Designated Representative:
(Name, address and other information)

Clark McGlothlin
C.B.M. Construction Co., Inc.
P.O. Box 17016
North Little Rock, AR 72117
Telephone (501) 945-0829
Fax (501) 945-1325
Mobile: (501) 931-3751
Email: cbm@cbmconstruction.net

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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1

The Architect's Designated Representative:
(Name, address and other information)

Bram Keahey
Taggart Architects
4500 Burrow Drive
North Little Rock, AR 72116

The Owner and Construction Manager agree as follows.



TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability, availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the

items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and
5. A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

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§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

2500.00

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

5 % per annum

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Cost as defined in section 6.1.1 plus 5% fee and 1.5% for general insurance, Builders Risk insurance and Safety.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Cost as defined in section 6.1.1 plus 5% fee and 1.5% for general insurance, Builders Risk insurance and Safety.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

None

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any.

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
To be Determined in Addendum 1		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

All Saving shall be distributed 80% to the Owner and 20% to the Contractor.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

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§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of TEN percent (10 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion; 10% less retainage until 50% completion, no further retainage to be withheld resulting in a 5% aggregate retainage at project end.
- .4 Subtract retainage of TEN percent (10 %) from that portion of the Work that the Construction Manager self-performs, 10% less retainage until 50% completion, no further retainage to be withheld resulting in a 5% aggregate retainage at project end.
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Marc Wilkins, Director
7400 Baucum Pike
North Little Rock, AR 72116

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that

would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*

Marc Wilkins, North Little Rock Wastewater Utility
(Printed name and title)



CONSTRUCTION MANAGER *(Signature)*

Clark McGlothlin, President
(Printed name and title)

(6)

SYSTEM CONTROL AND DATA ACQUISITION (SCADA) UPGRADE

SCADA systems use cellular service to transmit data and commands between our operations staff and remote equipment. In its simplest form, SCADA will send a failure alarm notice to designated staff. More advanced SCADA features can allow an operator to trouble shoot the cause of a failure and even to operate equipped facilities from a remote location. NLRW currently has alarm monitoring capabilities at 66 pump stations which were designed to operate on a 3g network. Telecommunication companies are in the process of upgrading their networks to 5g capabilities and will no longer support communications equipment with 3g capability. This will require all 66 pump station SCADA units to be upgraded or replaced.

Staff have compared the costs to upgrade the existing “*Omni*” units with costs to replace the units with components that communicate with the “*Ignition*” SCADA software which is currently being used at our water reclamation facilities.

Total costs for replacement of all 66 units is \$36,600 and the annual cost for data communication is \$9,504/year.

This item is included in the 2019 Budget in the amount of \$80,000.

ACTION REQUESTED:

Authorize staff to replace 66 existing SCADA units at a cost of \$36,600 for equipment and an annual data communication cost of \$9,504/year.



(7)

PRELIMINARY ASSESSMENT OF SOLAR POWER GENERATION

Staff have met with representatives from two energy services companies (ESCOs) involved in the installation of solar power generation arrays through the “Energy Performance Contracting (EPC)” project delivery method. EPC is a financing mechanism used to pay for energy efficiency improvements all at once that are then paid back through the energy savings. The Arkansas EPC program was made available to municipal utilities in 2015. NLRW spends approximately \$900,000 annually for electricity and has 91 electric accounts. 63 accounts are with Entergy, 27 with North Little Rock Electric and 1 with First Electric. NLRW also has land available at the Five Mike Creek WRF which is suitable for a solar array sizeable enough to offset all of our electric power costs from Entergy.

Preliminary assessments indicate that NLRW could realize significant savings in energy charges with an EPC project that pays for itself 100% using money that is already in the budget.

ACTION REQUESTED:

Staff requests direction regarding whether or not the Committee is interested in hearing presentations from Energy Services Companies.

