TREATMENT DEPARTMENT STATUS REPORT December, 2018

| | <u>BOD</u> | <u>TSS</u> |
|---------------|-----------------------------------|-----------------------------------|
| Faulkner Lake | 6.9 mg/L (30 Max.) | 7.5 mg/L (30 Max.) |
| Maumelle | 20.7 mg/L (30Max.) | 26.8 mg/L (30 Max.) |
| | | |
| | <u>CBOD</u> | <u>TSS</u> |
| Five Mile | <u>CBOD</u> 8.9 mg/L (25 Max.) | <u>TSS</u> 11.1 mg/L (90 Max.) |

NOTE: BOD & CBOD are the monthly averages as of January, 4 2019.

Marybeth Eggleston Technical Specialist

North Little Rock Wastewater Utility

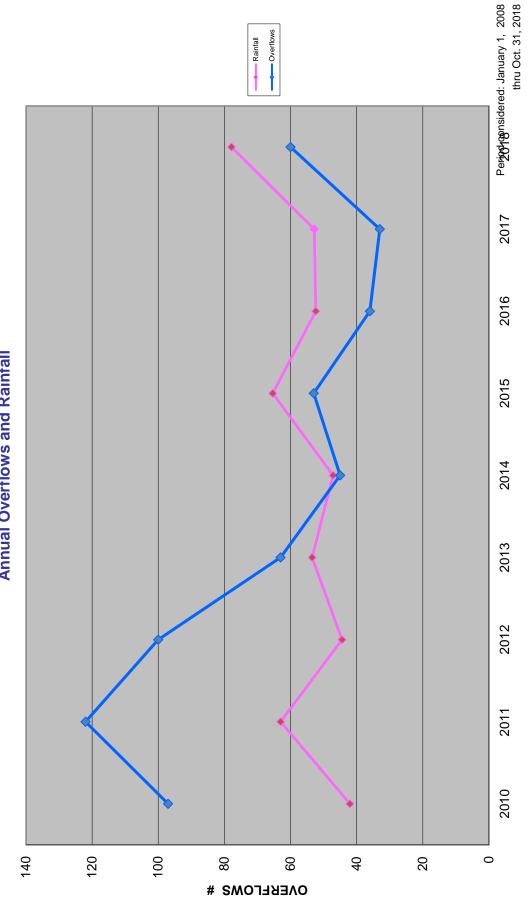
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|------------------------|----------|----------|----------|----------|----------|----------|----------|---------|----------|----------|----------|----------|-----------|
| | | | | ear-1 | 0-Dai | le vvo | | cap R | eport | | | | |
| Crews: | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | YTD |
| MANHOLE: | | | | | | | | | | | | | |
| Disconnects | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Taps Repairs | 0 47 | 1 41 | 31 | 66 | 2 125 | 0 118 | 0 152 | 0 89 | 73 | 2 64 | 0 150 | 0 120 | 1,076 |
| # of MH's Grouted | 41 | 21 | 13 | 56 | 117 | 150 | 141 | 107 | 83 | 55 | 153 | 101 | 1,038 |
| #of Coats | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| MH Depth (Ft/In) | 83.0 | 10.0 | 0.0 | 44.0 | 54.0 | 0.0 | 29.0 | 0.0 | 122.0 | 0.0 | 72.0 | 0.0 | 414 |
| # of Bags of Grout | 42 | 5 | 17 | 23 | 25 | 8 | 6 | 20 | 26 | 7 | 27 | 1 | 207 |
| POWER DRIVE: | | | | | | | | | | | 0 | | |
| # of Ft Cleaned | 10,466 | 7,764 | 7,852 | 17,070 | 9,587 | 10,290 | 12,502 | 9,126 | 4,764 | 8,133 | 14,126 | 11,155 | 122,835 |
| PWR RODDER #1: | 0 | 0 | 0 | 0 | 0 | 544 | 0 | 1.021 | 1.015 | 0 | 0 | 0 | 4.166 |
| # of Ft Cleaned | 0 | 0 | 0 | 0 | 0 | 544 | 0 | 1,921 | 1,215 | 0 | 486 | 0 | 4,166 |
| REPAIR #1: | 2 | 9 | 6 | 1.5 | 6 | 9 | 2 | 5 | E | 11 | 9 | 6 | 85 |
| Repairs New Manholes | 3 | 1 | 0 | 15 0 | 6 | 2 | 2 | 5 | 5 4 | 11 | 1 | 6 | 14 |
| New Lines | 1 | 1 | 0 | 0 | 0 | 2 | 2 | 2 | 0 | 0 | 0 | 0 | 8 |
| Disconnects | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Taps | 0 | 1 | 2 | 1 | 2 | 2 | 1 | 1 | 1 | 0 | 0 | 1 | 12 |
| Miscellaneous | 1 | 6 | 4 | 4 | 6 | 9 | 1 | 1 | 5 | 8 | 9 | 10 | 64 |
| REPAIR #2: | | | | | | | | | | | 0 | | |
| Repairs | 12 | 16 | 14 | 13 | 13 | 15 | 11 | 11 | 11 | 10 | 8 | 8 | 142 |
| New Manholes | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| New Lines Disconnects | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 3 |
| Taps | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| Miscellaneous | 5 | 5 | 3 | 2 | 1 | 8 | 3 | 7 | 7 | 14 | 3 | 11 | 69 |
| REPAIR #3: | | | | | | | | | | | 0 | | |
| Repairs | 14 | 9 | 8 | 2 | 3 | 7 | 4 | 6 | 1 | 8 | 6 | 1 | 69 |
| New Manholes | 1 | 2 | 2 | 2 | 1 | 3 | 0 | 1 | 3 | 0 | 1 | 0 | 16 |
| New Lines | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 5 |
| Disconnects | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 1 | 1 | 6 |
| Taps | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 3 |
| Miscellaneous | 8 | 4 | 5 | 0 | 5 | 4 | 3 | 5 | 0 | 7 | 6 | 7 | 54 |
| REPAIR #4: | 10 | 7 | 4 | 8 | 7 | 2 | 6 | 4 | 3 | 7 | 1 | 2 | 61 |
| Repairs New Manholes | 10 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| New Lines | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Disconnects | 13 | 16 | 24 | 17 | 23 | 11 | 12 | 20 | 6 | 13 | 10 | 11 | 176 |
| Taps | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Miscellaneous | 3 | 2 | 3 | 3 | 2 | 8 | 1 | 2 | 15 | 7 | 2 | 2 | 50 |
| TROUBLE: | | | | | | | | | | | | | |
| # of Ft Cleaned | 562 | 535 | 513 | 375 | 10 | 1,017 | 535 | 140 | 214 | 0 | 140 | 0 | 4,041 |
| Stop-Ups | 55 38 | 61 42 | 60 40 | 36 24 | 38 31 | 27 16 | 32 25 | 24 | 23 13 | 19 18 | 31 36 | 10 47 | 416 |
| Private Lines Cave-Ins | 5 | 5 | 17 | 4 | 8 | 16 | 7 | 7 | 2 | 6 | 4 | 6 | 353 72 |
| Flooded Houses | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Miscellaneous | 49 | 47 | 43 | 60 | 56 | 62 | 59 | 74 | 43 | 66 | 58 | 48 | 665 |
| Total Calls | 107 | 108 | 120 | 91 | 103 | 72 | 97 | 104 | 78 | 95 | 104 | 111 | 1,190 |
| VACCON #1: | | | | | | | | | | | | | |
| # of Ft Cleaned | 16,870 | 18,032 | 32,649 | 35,662 | 30,077 | 27,367 | 33,556 | 32,957 | 21,927 | 19,038 | 0 | 0 | 268,135 |
| VACCON #2: | | | | | | | | | | | | | |
| # of Ft Cleaned | 25,165 | 33,213 | 50,024 | 37,847 | 52,657 | 38,991 | 36,740 | 30,468 | 22,355 | 31,435 | 31,132 | 23,532 | 413,559 |
| VACCON #3: | | | | | | | | | | | | | |
| # of Ft Cleaned | 26,400 | 32,048 | 47,902 | 39,651 | 19,912 | 48,252 | 51,892 | 29,858 | 27,325 | 31,055 | 39,602 | 28,019 | 421,916 |
| VACCON #4: | | | 95. | 4.5 | 22 | _ | 40: | 25. | | | | | 101 |
| # of Ft Cleaned | 0 | 0 | 770 | 17,588 | 32,257 | 0 | 13,127 | 27,713 | 4,990 | 5,057 | 0 | 0 | 101,502 |
| VACCON #5: | 27.166 | 10.074 | 27.741 | 27.262 | 22 471 | 20.524 | 11 224 | 16.510 | 24.207 | 21.602 | 0 | C | 267.770 |
| # of Ft Cleaned | 37,166 | 18,864 | 37,741 | 27,262 | 33,471 | 39,634 | 11,234 | 16,510 | 24,285 | 21,603 | 0 | 0 | 267,770 |
| T V #1 | 15 (55 | 16.062 | 10.246 | 21 101 | 22.206 | 14.000 | 25 502 | 27.714 | 16,000 | 11.604 | C | 1 207 | 101 667 |
| # of Ft | 15,655 | 16,062 | 18,246 | 21,191 | 22,306 | 14,929 | 25,503 | 27,714 | 16,980 | 11,684 | 0 | 1,397 | 191,667 |
| T V #2 # of Ft | 12 000 | 15 000 | 22.500 | 21.704 | 10 470 | 20.126 | 16 001 | 24.652 | 17.050 | 19,899 | 1.002 | 2.005 | 195,330 |
| # UJ F I | 13,890 | 15,900 | 22,580 | 21,704 | 18,470 | 20,126 | 16,991 | 24,652 | 17,050 | 19,899 | 1,083 | 2,985 | 173,330 |

NLR Wastewater Utility Maintenance & Repair Department Work Recap by Ward December-18

| | | Dec | cember-18 | | | | |
|--------------------|--------|--------|-----------|--------|----------|--------|--------|
| Crews: | Ward 0 | Ward 1 | Ward 2 | Ward 3 | Ward 4 | Ward 5 | Total |
| MANHOLE: | | | | | | | |
| Disconnects | | | | | | | 0 |
| Taps | | | | | | | 0 |
| Repairs | | 6 | 111 | | 3 | | 120 |
| # of MH's Grouted | | 6 | 92 | | 3 | | 101 |
| #of Coats | | | | | | | 0 |
| MH Depth (Ft/In) | | | | | | | 0.0 |
| # of Bags of Grout | | | 1.0 | | | | 1 |
| POWER DRIVE: | | | | | | | |
| # of Ft Cleaned | 4,819 | | | 3,943 | 2,393 | | 11,155 |
| PWR RODDER #1: | 4,019 | | | 3,543 | 2,373 | | 11,133 |
| # of Ft Cleaned | | | | | | | 0 |
| REPAIR #1: | | | | | | | U |
| | | 2 | 2 | | 1 | 1 | 6 |
| Repairs | | 2 | 2 | | 1 | 1 | 6 |
| New Manholes | | | | | | | |
| New Lines | | | | | | | 0 |
| Disconnects | | | | | | | 0 |
| Taps | | | 1 | | | _ | 1 |
| Miscellaneous | | 6 | 1 | 2 | | 1 | 10 |
| REPAIR #2: | | | | | | | |
| Repairs | | 3 | 2 | 1 | 2 | | 8 |
| New Manholes | | | | | | | 0 |
| New Lines | | | | | | | 0 |
| Disconnects | | | 3 | | | | 3 |
| Taps | | | | | | | 0 |
| Miscellaneous | | | 7 | 1 | 2 | 1 | 11 |
| REPAIR #3: | | | | | | | |
| Repairs | | | | | 1 | | 1 |
| New Manholes | | | | | | | |
| New Lines | | | 1 | | | | 1 |
| Disconnects | | | 1 | | | | 1 |
| Taps | | | 1 | | | | 1 |
| Miscellaneous | | | 6 | | 1 | | 7 |
| | | | 0 | | 1 | | / |
| REPAIR #4: | | | 2 | | | | 2 |
| Repairs | | | 2 | | | | 2 |
| New Manholes | | | | | | | 0 |
| New Lines | | | _ | | | | 0 |
| Disconnects | | 4 | 7 | | | | 11 |
| Taps | | | | | | | 0 |
| Miscellaneous | 1 | | 1 | | | | 2 |
| TROUBLE: | | | | | | | |
| # of Ft Cleaned | | | | | | | 0 |
| Stop-Ups | | 1 | 5 | 4 | | | 10 |
| Private Lines | 3 | 10 | 9 | 13 | 8 | 4 | 47 |
| Cave-Ins | | | 6 | | | | 6 |
| Flooded Houses | | | | | | | 0 |
| Miscellaneous | 2 | 12 | 15 | 7 | 8 | 4 | 48 |
| Total Calls | 5 | 23 | 35 | 24 | 16 | 8 | 111 |
| VACCON #1: | | | | | | | |
| # of Ft Cleaned | | | | | | | |
| VACCON #2: | | | | | | | |
| # of Ft Cleaned | 2,079 | 845 | 12,671 | 1,991 | 4,951 | 995 | 23,532 |
| VACCON #3: | 2,0.2 | 5.5 | 12,071 | 1,771 | .,,,,,,, | 775 | _0,032 |
| # of Ft Cleaned | | | 21,521 | 5,205 | 130 | 1,163 | 28,019 |
| | | | 21,321 | 3,203 | 130 | 1,103 | 20,019 |
| VACCON #4: | | | | | | | 0 |
| # of Ft Cleaned | | | | | | | 0 |
| VACCON #5: | | | | | | | |
| # of Ft Cleaned | | | | | | | 0 |
| T V #1 | | | | | | | |
| # of Ft | 0 | 295 | 28 | 0 | 0 | 1,074 | 1,397 |
| T V #2 | | | | | | | |
| # of Ft | 0 | 246 | 38 | 1,622 | 0 | 1,079 | 2,985 |
| | | | | | | | |

North Little Rock Wastewater North Little Rock, AR





U:\COMMITTEE AGENDA 2004-2019\2019 AGENDA\JANUARY\Copy of Copy of Annual overflows and rainfall (new format)File\\displayses 2009 Rainfall Year to Date (127/09) ranks as the highest on record.

(127/09) ranks as the highest on record.

| Faulkner Lake Basin 20 | sin 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
|---------------------------|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----------|-----------|-----------|
| 1 | 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 |
| | 54 | 29 | 54 | 64 | 47 | 38 | 42 | 61 | 63 | 36 | 21 | 27 | 19 | 14 | 35 |
| White Oak Basin | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
| ı | 129.9 | 82.4 | 68 | 53.7 | 60.1 | 77 | 44.2 | 68.6 | 46.56 | 50.75 | 44 | 68.7 | 51.2 | 56.1 | 84.4 |
| | ======================================= | 26 | 33 | 37 | 32 | 35 | 32 | 45 | 25 | 13 | 6 | 21 | 6 | 2 | 6 |
| Five Mile Creek Basin | asin 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
| 1 | 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 |
| Overflows | 24 | 16 | 25 | 18 | 4 | 16 | 23 | 16 | 12 | 4 | 15 | 2 | 5 | 6 | 7 |
| Maumelle Basin | | | | | | | | | | | | | 2016 | 2017 | 2018 |
| Rainfall Overflows | | | | | | | | | | | | | 41.1 4 | 51.4 5 | 71.2 9 |
| Entire System | | | | | | | | | | | | | |) |) |
| | 2004 | 2002 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
| I | 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 |
| | 88 | 101 | 112 | 119 | 93 | 88 | 26 | 122 | 100 | 63 | 45 | 53 | 36 | 33 | 09 |



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: January 8, 2019

TIME: 12:15 PM

- (1) APPROVAL OF THE MINUTES OF THE DECEMBER 11, 2018 MEETING
- (2) Cash Disbursements for December 2018
- (3) FINANCIAL REPORT FOR DECEMBER 2018
- (4) S Levy/Indian Hills 2018 Pipe Bursting Rehabilitation Project
- (5) S Levy/Indian Hills 2018 CIPP Rehabilitation Project
- (6) I-40 Interchange (Maumelle) Force Main Relocation Project
- (7) LAKEWOOD PIPE BURSTING 2018 REHABILITATION PROJECT
- (8) KUBOTA WHEEL LOADER PURCHASE
- (9) COLLECTIONS SYSTEMS BUILDING ADDITION AND RENOVATIONS
- (10) W Levy/212 SID Basins CIPP 2016 Rehabilitation Project Change Order #3
- (11) BUDGET FOR 2019



(1)

NEW BUSINESS

ACTION REQUESTED:

Approval of the Minutes of the December 11, 2018 Committee Meeting



NORTH LITTLE ROCK WASTEWATER TREATMENT COMMITTEE

MINUTES OF A MEETING HELD TUESDAY, DECEMBER 11, 2018

A meeting of the North Little Rock Wastewater Treatment Committee was held on Tuesday, October 9, 2018 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. Sylvester Smith, Mr. Ed Nelson, Ms. Karen Bryant and Mr. Jay Carman, 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. Jack Wilson, Ms. Valrea Thompson, Mr. Sherrill Harley, Mr. Sam Hilburn and Mr. Mark Halter with Hilburn, Calhoon, Harper, Pruniski & Calhoun, Ltd. and Dawn Harmon.

First, the Committee reviewed the minutes of its November 6, 2018 meeting. There being no questions or comments, a motion was made by Mr. Nelson, seconded by Ms. Bryant, to approve the minutes of the November 6, 2018 meeting. The motion carried unanimously.

Mr. Jack Wilson then addressed the Committee with regard to property located on Sample Drive at the North end of Highway 61. Ms. Valrea Thompson owns two (2) lots which are approximately two hundred (200) feet back from the sewer main and there is no extension to that area. In order to connect to the sewer main from her property she will need easements across third party property. For a gravity line, it will cost her approximately \$30,000 and she says she simply cannot afford that. The State Health Department says the best way to go is a septic system if she cannot connect to the sewer main. Another alternative is to use a service line and a grinder pump. In this case, Ms. Thompson agreed to be totally responsible for all costs and maintenance for the grinder pump and service line. After discussing the alternatives, a motion was made by Mr. Smith, seconded by Ms. Bryant to table this matter till the next meeting of the Committee in order to give all members an opportunity to review all options. The motion carried unanimously.

The Committee then reviewed the cash disbursements for the months of October and November 2018. There being no questions or comments, a motion was made by Mr. Smith, seconded by Mr. Nelson, to approve the cash disbursements for October and November 2018 reflecting:

October cash disbursements of \$1,806,372.12 and fund transfers between accounts of \$1,426,416.67; and

<u>November</u> cash disbursements of \$2,525,219.65 and fund transfers between accounts of \$1,258,466.67.

The motion carried unanimously.

The Committee then reviewed the Financial Statements for the months of October and November 2018. It was noted that industry use is up for the 2018 calendar year. Additionally, due to lower expenses, the Utility has a surplus of net income in the approximate sum of \$6,000,000.00. Upon motion made by Mr. Nelson, seconded by Ms. Bryant, the Committee unanimously approved the Financial Statements for October and November 2018.

Mr. Wilkins then informed the Committee that the Utility has received notification that the property and liability coverage for 2019 will be due in the amount of \$117,999.00. This is an increase of \$5,001.00 over the 2018 cost. APERMA will continue to pay to up \$7,500.00 per sewer back-up claim, with an annual cap of \$50,000.00. An amount of \$116,400.00 is included in the 2019 draft budget. After discussion, a motion was made by Mr. Smith, seconded by Mr. Carman, to authorize a payment to APERMA for property and liability insurance coverage in the amount of \$117,999.00. The motion carried unanimously.

Committee member Nelson then reported to the Committee that the Retirement Committee of North Little Rock Wastewater met on November 29, 2018. The July 1, 2018 actuarial valuation report provided by Mr. Jody Carreiro of Osborn, Carreiro & Associates, Inc., suggested a contribution of at least \$698,563.00. The contribution level for the 2018 Plan Year (July 1, 2018 to June 30, 2019) ranges from \$563,710 (14.67% of covered payroll) to \$698,563 (18.17% of covered payroll). The \$563,710 amount will pay off the Unfunded Actuarial Accrued Liability in twenty (20) years, while the \$698,563 amount will pay off the Unfunded Actuarial Accrued Liability in ten (10) years. This amounts to 18.17% of covered payroll and would pay off the Unfunded Actuarial Accrued Liability in ten (10) years. Since the Utility had budgeted an amount of \$753,100.00 for the 2018 plan contribution, which would pay off the unfunded liability in approximately 8 ½ years, the Retirement Committee voted to recommend that the NLRWW Treatment Committee authorize a \$753,100.00 contribution. Therefore, a motion was made by Mr. Nelson, seconded by Mr. Smith, to authorize the contribution amount of

\$753,100.00 to the North Little Rock Waste Water Utility Defined Benefit Pension Plan and Trust by January 1, 2019. The motion carried unanimously.

The Committee then reviewed the invoice received for the 2019 Workers' Compensation Insurance in the amount of \$72,975.00. The amount paid for 2018 was \$106,358.00. The National Council on Compensation Insurance Rates for our payroll classes went down 27% from 2018. The experience rating went from 1.88 to 1.65, which is a 12% decrease. The Utility did not qualify for the volume discount for 2019 which is based on the cumulative loss ratio. The number of claims for the three (3) years considered in the ratio are listed below. An amount of \$109,000.00 is included in the 2019 draft budget.

- 2015 11 claims
- 2016 17 claims
- 2017 11 claims

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 \$472,975.00. The motion carried unanimously.

Mr. Wilkins then advised the Committee that the hydrogen sulfide sewer gases have corroded the Wilcox Pump Station Wetwell and an adjacent junction box. The restoration process will include:

- Bypass pumping around the structures
- High pressure washing of interior surfaces
- Chemical grout injection to seal any leaks
- Installation of a cementitious prime coat
- And, a protection epoxy coating

The Utility received bids for the Wilcox Epoxy Coating Project on November 6, 2018 at 2:00 p.m. ICM Technologies submitted the low bid at \$54,230.00. This item is included in the draft 2019 budget in the amount of \$60,000.00. The staff will coordinate bypass pumping with a rental vendor directly and operate the pumps with Utility staff to reduce costs. Bypass pumping is estimated to cost \$2,000 per week and should not exceed two (2) weeks. A motion was made by Mr. Smith, seconded by Mr. Nelson, to authorize staff to enter into an agreement with ICM Technologies, Inc. of Jacksonville, Arkansas in the amount of \$54,230.00 for the Wilcox Concrete Epoxy Coating Project. The motion carried unanimously.

The Committee then discussed the 2018 auxiliary generators and transfer switches. Bids were opened on Wednesday, November 21, 2018 at 10:00 a.m., and

five (5) bids were received. The project consists of installing six (6) generators and automatic transfer switches at the following existing pump stations:

| Crystal Bay | $35~\mathrm{kW}$ |
|------------------|-------------------|
| Naylor | $50~\mathrm{kW}$ |
| Norfork | $60 \mathrm{kW}$ |
| Oakbrook | $125~\mathrm{kW}$ |
| Austin Lake | $45~\mathrm{kW}$ |
| Cock of the Walk | $35~\mathrm{kW}$ |

Nease Electrical, Inc., Hot Springs, Arkansas, submitted the low bid in the amount of \$193,056.00. The 2018 budget includes \$380,000.00 for this project. A motion was made by Ms. Bryant, seconded by Mr. Smith, to authorize the staff to enter into a contract with Nease Electrical, Inc. of Hot Springs, Arkansas for the 2018 Auxiliary Generators and Transfer Switches project in the amount of \$193,056.00. The motion carried unanimously.

Mr. Wilkins then explained to the Committee that dissolved oxygen levels in the Faulkner Lake aeration basins are controlled by manually throttling the shut-off valves on the main air headers to the basins. These valves require many turns and have to be adjusted as often as every two (2) hours. To expedite the process, the staff has requested authorization to install motorized actuators on the two (2) valves at the blower building. Rotork brand actuators are preferred for this application to standardize with other actuators at the treatment plants. Equipment cost will be \$19,728.00. The staff will complete the installation with onside guidance from a manufacturer's representative from Eco-Tech, Inc. The 2018 budget includes \$30,000.00 for this item. A motion was then made by Ms. Bryant, seconded by Mr. Nelson, to authorize the staff to purchase two (2) Rotork actuators from Eco-Tech, Inc. in the amount of \$19,728.00. The motion carried unanimously.

Mr. Wilkins then presented the 2019 draft budget. He went over the highlights with the Committee. In reviewing same, he reminded the Committee members that the next rate increase adjustments would go into effect in February 2019 and then again in February 2020, which would be the last one with regard to this increase. When reviewing the labor expense, Mr. Wilkins noted that these figures were based on a \$1,000 per employee catch up increase plus a 2% cost of living increase (increase the City is adopting for 2019). After discussion, a motion was made by Mr. Nelson, seconded by Ms. Bryant, to have the salary numbers reflect a \$1,000 per employee catchup increase plus a 2.8% cost of living increase. The motion carried unanimously. After further review of the proposed 2019 draft budget numbers, and the amount of surplus funds in place at this time, a motion was made by Mr. Smith, seconded by Mr. Nelson, to make an additional \$600,000.00 contribution to the North Little Rock Wastewater Utility Defined

Benefit Pension Plan and Trust. The motion carried unanimously. The Committee then asked for time to more carefully study the proposed 2019 draft budget and hold on same at the January 2020 meeting.

Mr. Wilkins then updated the Committee on the proposed alternate route to the File Mile Creek WRF. The Utility is working with the County Judge to secure the necessary easements and install an automatic gate at Roundtop Road. This alternate route will reduce the noise and traffic in the area leading to Five Mile Creek WRF.

Mr. Wilkins then gave the following update on the recent fire:

- 41 days since the fire
- the Utility staff still has no access to the Vac-con bays
- Collection Systems building is ready to move back in
- the cause of the fire is still under investigation

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 1:27 p.m.

APPROVED AS TO FORM:

RESPECTFULLY SUBMITTED,

K. W. MATTHEWS, CHAIRMAN

SYLVESTER SMITH, VICE-CHAIRMAN/SECRETARY

(2)

CASH DISBURSEMENTS FOR DECEMBER 2018

ACTION REQUESTED:

Approval of the Cash Disbursements for December 2018 showing total

Cash Disbursements of \$3,788,730.68 and

Fund Transfers between accounts of \$3,309,071.26.



NORTH LITTLE ROCK WASTEWATER CASH DISBURSEMENTS

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| Ж Ж | CHECK PAYABLE TO | AMOUNT | DESCRIPTION |
|--------|----------------------------------|--------------|---|
| 45661 | ADEQ/WWL | \$ 40.00 | Operator Class III Test Fee - Newsom |
| 45662 | Advanced Fluid Technologies | \$ 865.38 | Back to Back Seal for FL Moyno Pump |
| 45663 | AFLAC | \$ 1,758.10 | Employee Deductions - Supplemental Insurance |
| 45664 | Applied Industrial Technologies | \$ 77.25 | |
| 45665 | Arkansas Aggregates, Inc. | \$ 2,031.64 | Stone & Gravel Delivered to FLTP |
| 45666 | Arkansas Democrat Gazette | \$ 240.00 | 1-Year Newspaper Delivery - CS & E |
| 45667 | AT&T | \$ 1,131.87 | |
| 45668 | B&B Material Companies | \$ 38.32 | |
| 45669 | Battery Outfitters | \$ 379.87 | 12 V, AA, Pro Series, Boost Charger - Generators, Pump Stations, PLC's, Omni |
| 45670 | Boston Mutual Life Insurance Co. | \$ 569.45 | Supplemental Insurance - Employee Deductions |
| 45671 | Cintas Corp. #650 | \$ 2,064.43 | Bi-Weekly Mat Service, Weekly Uniform Service, Towel Service Pump Maint, Replacement Jackets & Overhauls |
| 45672 | Core & Main I P | \$ 216.40 | |
| 45673 | Cranford Construction Co. | \$ 715.99 | _ |
| 45674 | Crist Engineers, Inc. | 4 | |
| | | | Update Sewer System Hydraulic Model/Schematic Design) |
| 45675 | Crow Burlingame Co. | \$ 110.20 | Hyd Hose for 555D Backhoe |
| 45676 | Crow Burlingame Co. | \$ 145.73 | |
| 45677 | Custom Manholes, LLC | \$ 3,000.00 | Raised 4'ID Manhole Ward 1 |
| 45678 | Digi-Key Electronics 3058463 | \$ 522.15 | _ |
| | | | Connector Terminal Blocks, End Plates - Omni Replacement & Stock |
| 45679 | Elliott Electric Supply, Inc. | \$ 432.10 | Cabinet Tip Screwdriver, Ty Rap, Bottle, Conductor Lugs, Electrician's Scissors, Precision Lube - Stock Unit #134 |
| 45680 | Enteray | \$ 19.106.03 | |
| | 3 | | _ |
| | | | |
| 45681 | Express Oil Change - Sherwood | | |
| 45682 | Fuller & Son - Maumelle | \$ 128.02 | Drain King Unclogger, Brass Garden Shut Off, Hose, Lumber, Bulk Screws, Pliers |
| 45683 | Grainger | \$ 189.57 | |
| 45684 | Green & Chapman, Inc. | \$ 744.52 | |
| | | | |
| 45685 | Harbor Freight Tools | | - |
| 45686 | Harper Sheet Metal | \$ 42.16 | |
| 45687 | Henard Utility Products | 8/.6/ | . Unit #109 Gasket & Decal; Unit # 107 Inline Check Valve |

NORTH LITTLE ROCK WASTEWATER CASH DISBURSEMENTS December 31, 2018

| ઝ * | CHECK PAYABLE TO | AMOUNT | DESCRIPTION |
|--------|---------------------------------|-------------|---|
| 45688 | Hum's Hardware | \$ 1,322.16 | Rope, Pressure Gauge, Regulator, Hex Key Set, Rope Clip, Cable Thimble, Poly Rope, Push Button Switch, Toggle Switch Cover, Green Marking Paint, Curved Prybar, 6 Round Adapter, Keys, Quartz Heaters, 5-Gal Water Cooler, Couplings, Grease Gun, Thread Pipe, Caps, Bushing, Brass Nipple, Drill Bit, Garage Door Lube, Air Filter, Vinyl Numbers, Jackets, Propane, Tape, Booster Cables, Rubber Stonger, Bits Wire Bone Kit Aircraft Cable |
| 45689 | ICM Technologies | \$ 1,053.51 | |
| 45690 | Industrial Supply & Service | \$ 379.19 | |
| 45691 | Instrument & Supply Inc. | \$ 9,348.74 | 4 Pump - Diamond Pt Pump Station |
| 45692 | Interstate Tire | | |
| 45693 | Jackson Cleaning Service | \$ 744.60 | 0 Janitorial - November Admin, Lab |
| 45694 | Jeffrey Sand Co. | \$ 159.08 | _ |
| 45695 | Jimmy Don Waddles Hauling, Inc. | \$ 3,680.00 | 00 Biosolids Hauling MWWTP to Two Pines - 13 Loads 11/27/18 - 11/30/18 |
| 45696 | Liberty Trailer Co., Inc. | \$ 3,535.28 | 28 Trailer #6 Repair; Trailer #9 Repair |
| 45697 | Lowe's | \$ 32.42 | 2 Glue Traps, Plunger, Pipe - 5- Mile |
| 45698 | Marc Wilkins | \$ 80.00 | 00 Reimb for Renewal of Engineering License 2019-2020 |
| 45699 | Peterson Concrete Septic Tank | \$ 198.88 | _ |
| 45700 | Pettus Office Products | \$ 145.13 | 3 Paper Pads, Tissue, Correction Fluid, Coffee, Creamer, Hot Cups, Lids, Tape |
| 45701 | Post Oak Acres | \$ 27.38 | Dirt - Repair Ward 5 |
| 45702 | Powers Truck & Equipment | \$ 2,452.75 | '5 Unit # 109 - Repair Ease Out & Fitting in Aux Engine; Unit #111 - Belts, |
| | | | Tensioner, Antifreeze |
| 45703 | Quadex, LLC | \$ 2,870.80 | 30 Grout for Inventory |
| 45704 | Quality Petroleum, Inc. | \$ 946.61 | 31 Diesel Exhaust Fluid, Shell Rotella Oil, Brake Fluid, Antifreeze, Windshield |
| | | | Washer, Starting Fluid, WD-40, Syngard, Starting Fluid (Fire Loss Replacement) |
| 45705 | Sam's Club | \$ 85.00 | |
| 45706 | Stanley Hardware | \$ 295.88 | |
| | | | |
| 45707 | Sutherland Enterprises, Inc. | \$ 23.00 | 00 Embroider NLRW Logo on 4 Jackets |
| 45708 | TC Print Solutions | \$ 1,608.34 | 34 Mailer Inserts for Greaseincluded in water bill |
| 45709 | Terminix Processing Center | \$ 119.36 | 66 Pest Control Monthly |
| 45710 | United Hoist & Crane, Inc. | \$ 5,803.87 | 37 Replace Hoist 8 Bar 5-Mile |
| 45711 | USA Bluebook | \$ 867.45 | 45 Cable Clamps, Submersible Level Transmitter, Float Switch Weight Assemblys |
| 45712 | UBS | \$ 770.21 | 21 Water Bills: White Oak, Heilman Dr, 5-Mile, Shillcutt, Delta Lawn, Shorter Coll, |
| | | | |
| 45713 | Web Lubrications Inc/Jiffy Lube | \$ 66.38 | |
| 45714 | Wholesale Electric Supply | \$ 128.41 | 11 15A, 125V Plugs - Unit #134 Stock |

NORTH LITTLE ROCK WASTEWATER CASH DISBURSEMENTS December 31, 2018

| ¥ C | CHECK PAYABLE TO | AMOUNT | DESCRIPTION |
|--------|----------------------------------|--------------|--|
| 45715 | Ameriprise Financial Services | \$ 75.00 | Employee Contributions Pay Period Ending 12/09/2018 |
| 45716 | Heart of Arkansas United Way | \$ 55.00 | Employee Charitable Giving Pay Period Ending 12/09/2018 |
| 45717 | OCSE Clearinghouse SDU | \$ 152.00 | - |
| 45718 | US Department of Education | \$ 160.73 | |
| 45719 | NLR Community Center | \$ 4.93 | Wellness Program - 1 Employee - Pay Period Ending 12/9/2018 |
| AF25 | Arkansas Federal Credit Union | \$ 4,710.31 | |
| NAT-25 | Nationwide Retirement Solutions | \$ 3,626.31 | |
| PR-25 | Payroll Tax Deposit | \$ 37,599.01 | |
| 45720 | ADEQ | | |
| | | \$ 22,890.00 | AR0020320 & ARR000175, White Oak AR0038288 & ARR000299 |
| 45721 | Applied Industrial Technologies | \$ 82.43 | Parts-Filter Press Gear Boxes |
| 45722 | Arkansas Democrat Gazette | \$ 342.90 | Legal Ads - Dark Hollow Interceptor Project; I-40 Maumelle Force Main Project |
| 45723 | Arkansas Mill Supply | \$ 150.42 | Band Saw Blades |
| 45724 | Arkansas Sod & Turf Farm, Inc. | \$ 337.27 | Bermuda Grass Pallets - Repairs Ward 3 |
| 45725 | AT&T | \$ 1,124.45 | Monthly Phone Service FLTP thru 12/18/18 |
| 45726 | Bentco | \$ 248.00 | Analyzer (Maumelle) and Security Cam (FL Main Gate) |
| 45727 | Centerpoint Energy | \$ 2,868.54 | |
| | | | Gen, Maumelle Valley, 701 W. 29th, FL Lab, FLTP, Gap Ck Gen, Eureka Garden |
| | | | Gen, Clayton Chapel Gen, Dixie PS Gen |
| 45728 | Change Center for Health | | |
| 45729 | Cintas Corp. #650 | | Jackets & Bib Overalls for Collections Systems |
| 45730 | City of Maumelle | \$ 12,776.41 | Franchise Tax Collected Month of November 2018 |
| 45731 | City of North Little Rock | \$ 84,411.41 | Franchise Tax Collected Month of November 2018 |
| 45732 | Crow Burlingame Co. | \$ 81.03 | Grease - Supply - (Fire Loss) |
| 45733 | Crow Burlingame Co. | \$ 170.43 | Fuel Filters & Heavy Duty Screws, Marker Lights, Fuses, Battery- Units 109,107 |
| 45734 | Datamax | \$ 207.50 | Monthly Copier Maintenance & Overage - Admin |
| 45735 | Dept of Finance & Administration | \$ 13,949.20 | State of Arkansas Withholding November 2018 |
| 45736 | Digi-Key Electronics 3058463 | \$ 678.16 | Ethernet Cable, Flat Phillips Head Screws, Barrier Strip, Toggle Switches, Other |
| | | | _ |
| 45737 | Doorking, Inc. | \$ 49.95 | Gate Phone - FLTP thru 11/19/18 |
| 45738 | Employee Data Forms of MO | \$ 37.75 | |
| | | | Electric Bills: Maum #2, CC Ballfields, Maranes, Counts Mass#2, Collins, Counts |
| 1100 | | | Mass, Bouries, Maum Woods, Crystal Bay, Brdgway #∠, HW Y 365, W C |
| 45/39 | Entergy | | |
| 45740 | Environmental Process System | \$ 58,456.50 | |
| 45741 | First Electric Cooperative | \$ 181.54 | Gap Creek Electric |

NORTH LITTLE ROCK WASTEWATER CASH DISBURSEMENTS

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| Х * | CHECK PAYABLE TO | AMOUNT | DESCRIPTION |
|--------|---------------------------------|------------------|---|
| 45742 | Fleet Tire Service | 19.17 | Unit #134 Flat Repair |
| 45743 | Green & Chapman, Inc. | \$ 4,178.84 Die | Diesel for Generators at 5-Mi, Maybelline, Eureka Gardens, 46th, Hill Lake, Delta |
| | | La | -awn, Quapaw, Wilcox, Rixie Trammel |
| 45744 | HCI /Heritage Communications | 136.88 | Phone Jacks for Employees Relocated due to Fire |
| 45745 | Henard Utility Products | 2,239.45 | Cues Camera Repair & Freight |
| 45746 | Instrument & Supply Inc. | | 5-Mi Plant SCADA Controls Programming Upgrade |
| 45747 | Jimmy Don Waddles Hauling, Inc. | 3,220.00 | Biosolids Hauling MWWTP to Two Pines - 14 Loads 12/04/18 - 12/10/18 |
| 45748 | L&L Municipal Supplies & Tools | 1,384.08 | Green Safety Vests (Fire Replacements) |
| 45749 | Little Rock Winwater Co. | 430.55 | 15" Conc x CI/Plas Coupling |
| 45750 | Newark Element14 | 20.99 | Connector, Plug, Port - Stock |
| 45751 | NLR Welding Supply Inc. | 78.41 | Cylinder Rental O2, Acetylene, Argon, Argon/CO2 |
| 45752 | O'Reilly Automotive Stores | 38.30 | Oil for Unit #110 |
| 45753 | Office Depot | 141.12 | Envelopes, Toner Cartridges, Tissues, Post Its, Pens & Refills |
| 45754 | Osborn, Carreiro & Associates | 6,000.00 | Annual Actuarial Service on Pension Plan |
| 45755 | Pettus Office Products | 238.06 | Correction Tape Pens, Toner Cartridges, 12 oz. Bowls, Copy Paper |
| 45756 | Regions Corporate Trust | 2,059.50 | Rixie Bond Repayment-Collected in November |
| 45757 | S&W Chemical Sales | 785.43 | Nitrile Gloves for Operators |
| 45758 | Sewer District #211 | 1,008.00 | Billed Runyan Accounts Nov. Cycle 1 |
| 45759 | Spa Chemicals, Inc. | 2,903.59 | De-Icer, Trigger Sprayers, Cleaner & Degreaser, Disinfectant, Penetrating |
| | | Γn | ubricant, Glass & Window Cleaner, Roach & Ant Spray, Jelled Hand |
| | | Ä | Disinfectant, Hand Sanitizer, Scrubs in a Bucket, Pop Up Towels, Titanium |
| | | | Concentrate, Odor Digester, Aquatic Stabilizer |
| 45760 | Turner Holdings, LLC | 480.30 | Collection Jugs |
| 45761 | NBS | 1,340.12 | Water Bills: Murphy Dr, MAUM TP, FLTP, FL Lab |
| 45762 | Waste Management | 31,714.25 | Biosolids Disposal FLTP & Maumelle to Two Pines |
| 45763 | Wholesale Electric Supply | 513.39 | Corn Bulbs - Maumelle and Stock |
| 45764 | Windstream | 62.34 | Billing Dept. Fax Line |
| 45765 | ADEQ/WWL | 160.00 | Operator Class I Test Fee - 4 Employees |
| 45766 | Ameriprise Financial Services | 1,353,100.00 | 2018 Contribution to Pension Plan - Committee Approved 12/11/18 |
| 45767 | Arkansas One-Call System, Inc. | 414.50 | Dec. Member Fee, Nov. Call Fee |
| 45768 | AT&T Mobility | 61.53 | Wireless for Survey Equipment |
| 45769 | AutomationDirect.com, Inc. | \$ 773.07 Su | Submersible Level Transmitter - Scada |
| 45770 | Blue Tarp Credit Services | 43.58 | 12V Battery Maintainer |
| 45771 | Cintas | 399.91 | First Aid Cabinets Refilled - Lab, Ops, Pump Maint & First Aid Kits for Vehicles |
| 45772 | Colonial Life | \$ 432.83 Su | Supplemental Insurance - Employee Deductions |
| 45773 | Connecting Point | 69.84 | SSD Drive for Computer being Rebuilt |
| 45774 | Crow Burlingame Co. | | Unit # 107 Service, Oil Change, Diesel Exh Fluid, Filters |
| 45775 | CUES, Inc. | \$ 416,602.00 CC | CCTV Diesel Pwr HiCube Van #140; CCTV Gas Pwr HiCube Van #139 |

NORTH LITTLE ROCK WASTEWATER CASH DISBURSEMENTS

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| # CK | CHECK PAYABLE TO | AMOUNT | DESCRIPTION |
|----------------|---|----------------|--|
| 45776 | Datamax | (,) | Monthly Copier Maintenance - Lab/Engineering |
| 45777 | Digital Print & Imaging of LR | \$ 47.69 | Business Cards - Technical Specialist |
| 45778 | DRT Bio Solids, Inc. | \$ 37,068.97 | Retainage owed for Bio Solids Removal from 5-Mile Polishing Pond |
| 45779 | Entergy | \$ 16,442.75 | Electric: Clayton Chapel, Austin Lakes, 5-Mi #1, 5-Mi Inf, 5-Mi Gate, 5-Mi N, 5-Mi |
| | | | S, Trammel Est, Marche', Chapel Ridge, Rixie Hwy 161, Frontier Dr, McAlmont, MidState |
| 45780 | Environmental Express, Inc. | \$ 1.045.52 | TSS Filters, Aluminum Weighing Dishes - Lab |
| 45781 | Eureka Gardens Facilities Board | \$ 3,575.00 | Debt Fee Collected - Nov Cycle 4 |
| 45782 | Evans Enterprises, Inc. | \$ 486.54 | Replacement Motor - Shillcutt Trans Conveyor |
| 45783 | FedEx | \$ 79.68 | Ship MiniCam to Spartan Tool |
| 45784 | Fisher Scientific | \$ 817.40 | Sani-Hands, D&G Vials, Vial Lids - Lab |
| 45785 | Fleet Tire Service | \$ 43.19 | Unit #115 - Oil Change |
| 45786 | Fuelman | \$ 8,699.22 | Gasoline & Diesel Fuel Fleet Vehicles - Month of November |
| 45787 | Gravel Ridge Sewer District | \$ 16,536.52 | Billed Gravel Ridge Accounts - Nov Cycles 4 & 5 |
| 45788 | Information Network of Arkansas | \$ 22.00 | Criminal Background Check - New Employee Cofey |
| 45789 | Instrument & Supply Inc. | | Hydromatic Replacement Pump for Quapaw PS |
| 45790 | Jimmy Don Waddles Hauling, Inc. | \$ 3,550.00 | Biosolids Hauling Maumelle TP to Two Pines Landfill - 15 Loads 12/11-12/17/18 + |
| | | | 1 load Sand |
| 45791 | Justin Shahan | | Reimb for Mileage & Meals Class 3 Training |
| 45792 | L&L Municipal Supplies & Tools | | White Marking Paint, 6 x 25' Measuring Tapes |
| 45793 | Little Rock Winwater Co. | | 6 conc x 6 plas Cplug, ETCO sewer plug |
| 45794 | Metro Disaster Specialists | 175,9 | Cleanup Smoke Damage CS and Engineering Building |
| 45795 | Heller Farms | | Refund of Overpayment for Project Docs |
| 45796 | Pitney Bowes Global Financial | \$ 154.47 | Quarterly Postage Meter Rental |
| 45797 | Professional Forms & Supplies | \$ 429.44 | Accounts Payable Checks - 1st #46101 |
| 45798 | River Valley Tractor | | KX121-SN75231 - Repacked Bucket Cylinders & Serviced |
| 45799 | RJN Group, Inc. | \$ 83,595.85 | Continued Manhole Inspections and Smoke Testing- Services Through 11/23/18 |
| 45800 | Sewer District #211 | \$ 245.50 | Billed Runyan Accounts Nov. Cycle 4 |
| 45801 | Sonny Fulmer Trucking | Ω | Asphalt Repairs 1301 E 8th; Stone & Gravel Dlvd to FLTP 11/28 |
| 45802 | Spa Chemicals, Inc. | \$ 388.67 | Pop Up Towels - Ops & Collections |
| 45803 | USA Bluebook | \$ 997.11 | FC Membranes, Eyewash - Lab |
| 45804 | Verizon Connect Fleet USA LLC | \$ 490.00 | Vehicle Tracking Service - November |
| 45805 | Truks | \$ 1,209.45 | Aluminum Cab High Shell for Unit #137 - Installed |
| Elecpymt - 15 | Centennial Bank Credit Card | \$ 1,542.89 | Online Job Ads, Plumbing Books, Lunch Committee Meeting, Transceivers & |
| | | | Fiber Cables & Patch Cables, Christmas Luncheon Deposit, Plant Funeral Retired |
| | i L | | |
| 45806 45807 | Ameriprise Financial Services Heart of Arkansas United Wav | \$ 75.00 \$ | Employee Contributions Pay Period Ending 12/23/2018 Employee Charitable Giving Pay Period Ending 12/23/2018 |
| | | | |

NORTH LITTLE ROCK WASTEWATER CASH DISBURSEMENTS December 31, 2018

| # C | CHECK PAYABLE TO | AMOUNT | DESCRIPTION |
|--------|--|---------------|--|
| 45808 | OCSE Clearinghouse SDU | | 152.00 Arkansas Child Support Payments - Pay Period Ending 12/23/2018 |
| 45809 | US Department of Education | \$ 190 | 190.12 Employee Federal Student Loan Garnishment- Pay Period Ending 12/23/18 |
| 45810 | NLR Community Center | | 4.93 Wellness Program - 1 Employee - Pay Period Ending 12/23/2018 |
| 45811 | Sam's Club | | 660.00 Membership Fees & Club Dues - Pay Period Ending 12/23/2018 |
| AF-26 | Arkansas Federal Credit Union | • | |
| NAT-26 | Nationwide Retirement Solutions | \$ 3,58 | 3,586.25 Retirement Contributions Pay Period Ending 12/23/2018 |
| PR-26 | Payroll Tax Deposit | \$ 38,597.64 | 7.64 Payroll Taxes Pay Period Ending 12/23/2018 |
| 45812 | Ace Hydraulic Repair | \$ 1,274.28 | I.28 Repair Dozer /Repair Crew #4 |
| 45813 | Advanced Analytical Solutions | | 353.80 Quarterly Benchmark Testing Requirement October |
| 45814 | Advanced Cabling | | 394.00 Terminated 5 Network Cables, 1 Patch Panel |
| 45815 | Advanced Fluid Technologies | | 888.32 Seal and O-Rings - Moyno Pump |
| 45816 | American Composting, Inc. | | 500.14 Dump Truck Sand & Dirt FLTP Drying Bed |
| 45817 | AT&T Mobility | | 230.00 Cell Service SCADA System through 12/11/18 |
| 45818 | Central Arkansas Water | \$ 41,368.59 | 3.59 Wastewater Billing Fees - October 2018 |
| 45819 | Columbus | | 495.00 Dynamics Great Plains - End of Year Update |
| 45820 | Consolidated Pipe & Supply | | 651.53 6" Flange Valve - Shillcutt |
| 45821 | Darrell R. Sansom | \$ 3,000.00 | |
| 45822 | David Barry Strom | | 350.00 Labor & Materials - Soffit, Shingles, Flashing Repairs FLTP |
| 45823 | Digi-Key Electronics 3058463 | | 57.25 Wall Plug In - IP Cameras |
| 45824 | DRT Bio Solids, Inc. | \$ 100,130.00 |).00 Removal of Bio Solids from White Oak Lagoon #3 & #4 - 1st |
| 45825 | Eagle Fence Distributing | | 532.72 Programmed Cards, Coding Transmitters, 1-Button MicroClik Transmitters for |
| | | | Gate Access |
| 45826 | Environmental Express, Inc. | \$ 2,794.65 | I.65 Oil & Grease Speed Disc - Lab 6-Mos. Supply |
| 45827 | Environmental Services Co. | | 60.00 Grab Water Tests - FL Permit |
| 45828 | Fisher Scientific | | |
| 45829 | Grainger | | 278.56 Truck Tools Unit #134 (Bits, Band Saw Blade, Hex Keys) |
| 45830 | Gravel Ridge Sewer District | \$ 18,888.88 | 3.88 Billed Accounts - Nov Cycle 7 & Cycle 9 |
| 45831 | Graybar Electric Co. | | 112.99 Cables & Shelf to Connect Computers in Pump Maint & Lab |
| 45832 | Harcros Chemicals | \$ 2,889.32 | 3.32 Cylinders Sulphur Dioxide & Chlorine - Maumelle |
| 45833 | Haynes Equipment Co. | | 819.95 Repair E-One Pump |
| 45834 | Hilburn, Calhoon, Harper, Pruniski & Calhoun | \$ 500 | 500.00 Legal Services - Retainer |
| 45835 | Hum's Rental | \$ 1,821.75 | 1.75 Excavator & Bucket - Ward 2 Repair |
| 45836 | Interstate Tire | | 10.95 Plug - Unit #117 |
| 45837 | Jimmy Don Waddles Hauling, Inc. | \$ 4,140.00 |).00 Biosolids Hauling Maumelle TP to Two Pines Landfill - 18 Loads 12/18-12/24/18 |
| 45838 | Joe's Garage & Wrecker Service | \$ 73 | 73.10 Oil Change - Unit #132 |
| 45839 | Kurbe Newsom | | 114.16 Meal & Mileage Reimbursement - Class 3 Training |
| 45840 | L&L Municipal Supplies & Tools | \$ 1,151.94 | 1.94 Traffic Cones, Barricades w/Lights & Batteries |
| 45841 | Legal Shield | | 139.55 Prepaid Legal Services-Employee Deductions |

NORTH LITTLE ROCK WASTEWATER CASH DISBURSEMENTS December 31, 2018

| # 45842 45843 45844 45844 45846 45846 45847 45848 45850 45850 45851 45853 45853 45854 Elecpymt - 16 | CHECK PAYABLE TO Mr. Green Professional Turf Management Municipal Health Benefit Fund MunicipalH2O.com North Little Rock Electric Panera, LLC Peterson Concrete Septic Tank Pettus Office Products Sewer District #211 Sonny Fulmer Trucking Teledyne Instruments, Inc. Terminix Processing Center Verizon Connect Fleet USA LLC Waste Management Verizon Ankansas Federal Credit Union ADEA-Loan Payments | 365.00 68,320.90 68,320.90 550.00 322.11 90.33 278.43 678.55 678.55 11,418.03 119.36 490.00 12,257.22 115,640.88 1114,464.94 255.00 | Treat Crepe Myrtles - FLTP Employee Health Insurance January 2019 Risk Management Program Compliance/Monthly Fee December Electric Bill - Wilcox PS Retirement Committee Meeting Lunches - 11/29/18 Cones - Wards 4 & 5 Repairs Ink Cartridges, View Binders, Calendars, Appointment Books, Report Covers, USB Hub, Trackball, Coffee Billed Runyan Acres Accounts Nov. Cycles 7 & 9 Stone & Gravel Delivered to FLTP Replacement Refrigeration Assembly for WDEFF Sampler Monthly Vehicle Tracking Service - December Monthly Dumpster Service, VacCons, Wh Oak, FLTP, Maumelle, Shillcutt, 5-Mi and Bio Solid Removal-Maumelle Monthly Cell Phone Bill Monthly Fee for Electronic Deposit of Credit Union Deductions Monthly Loan Payments Drafted from Account |
|--|--|---|--|
| | ADFA-Loail Fayillerits 2016 Construction Fund TOTAL UTILITY CASH DISBURSEMENTS | | Total Disbursements From Account |

NORTH LITTLE ROCK WASTEWATER CASH DISBURSEMENTS 2016 CONSTRUCTION FUND December 31, 2018

| | DESCRIPTION | \$353,157.77 Estimate #8 for West Levy/212 Pipe Bursting Project | 49,035.95 Estimate #8 for Baring Cross CIPP Project | |
|--------|-------------|--|---|--|
| | AMOUNT | \$ 353,157.77 Estim | \$ 49,035.95 Estim | |
| CHECK | PAYABLE TO | V003 Horseshoe Construction | v004 Insituform Technologies | |
| S S | # | VV003 Hc | vv004 In: | |

\$ 402,193.72

NORTH LITTLE ROCK WASTEWATER FUND TRANSFERS December 31, 2018

| DESCRIPTION | Transfer For Accounts Payable Checks Paid on 12/5 | Transfer for Pay Period Ended 12/9, Paid to Employees on 12/11 | Transfer for Previous Months (SEP & OCT) Rehabilitation Expenditures | Transfer For Accounts Payable Checks Paid on 12/10-12/14 | Transfer For Accounts Payable Checks Paid on 12/20 | Transfer for Pay Period Ended 12/21, Paid to Employees on 12/25 | Transfer For Accounts Payable Checks Paid on 12/23-12/28 | Required Monthly Transfer | Transfer for Previous Months Rehabilitation Expenditures |
|-------------|---|--|--|--|--|---|--|---------------------------|--|
| FROM | Sewer | Sewer | Rehabilitation | Sewer | Sewer | Sewer | Sewer | Sewer | Rehabilitation |
| OT | Operating | 2/10/2018 \$ 115,600.00 Operating-Payroll | Sewer | Operating | Operating | 2/24/2018 \$ 114,400.00 Operating-Payroll | Operating | Rehabilitation | Sewer |
| AMOUNT | 12/5/2018 \$ 76,300.00 Operating | 115,600.00 | 2/14/2018 \$ 83,085.56 | 12/14/2018 \$ 327,100.00 Operating | 2/20/2018 \$ 2,139,900.00 Operating | 114,400.00 | 2/28/2018 \$ 369,300.00 Operating | \$ 41,666.63 | 41,719.07 |
| DATE | 12/5/2018 \$ | 12/10/2018 \$ | 12/14/2018 \$ | 12/14/2018 \$ | 12/20/2018 \$ | 12/24/2018 \$ | 12/28/2018 \$ | 12/28/2018 \$ | 12/31/2018 \$ |

\$ 3,309,071.26

(3)

FINANCIAL STATEMENTS FOR DECEMBER 2018

ACTION REQUESTED:

Approve the Financial Statements for December 2018.





NORTH LITTLE ROCK WASTEWATER UTILITY

Memo

From: Gina

Date:

1/4/2019

December Financial Statement

The financial statement included in your packet does not include two yearend 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 compete 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.

North Little Rock Wastewater Balance Sheet Monday, December 31, 2018

ASSETS

| CURRENT ASSETS PETTY CASH CASH IN BANK CERTIFICATES OF DEPOSIT ADFA HOLDING ACCOUNTS ACCOUNTS RECEIVABLE ACCRUED INTEREST RECEIVABLE ON-SITE INVENTORY OTHER PREPAID EXPENSES | \$700.00 \$4,474,307.54 \$8,034,114.40 \$494,648.08 \$3,201,217.88 \$52,417.87 \$37,159.08 \$28,172.37 \$16,322,737.22 |
|---|---|
| PROPERTY, PLANT & EQUIPMENT LAND PUMPING STATION STRUCTURES SEWER SYSTEM LINES TREATMENT PLANT STRUCTURES ADMINISTRATION & MAINT. & ENG. BUILDINGS LABORATORY BUILDING SEWER SYSTEM EQUIPMENT EST. VALUE OF OLD SEWER LINES CONSTRUCTION IN PROGRESS ACCUMULATED DEPRECIATION TOTAL PROPERTY, PLANT & EQUIPMENT | \$3,139,810.46 \$12,021,313.86 \$72,793,539.05 \$77,830,271.13 \$917,063.85 \$1,243,794.95 \$12,027,274.95 \$5,081,361.47 \$5,170,231.35 (\$74,030,871.75) |
| OTHER ASSETS RIXIE OM&R RECEIVABLE DEFERRED OUTFLOWS RELATED TO PENSION TOTAL OTHER ASSETS | \$176,055.20 \$2,150,133.00 \$2,326,188.20 |

\$134,842,714.74

TOTAL ASSETS

North Little Rock Wastewater Balance Sheet Monday, December 31, 2018

LIABILITIES

| \$165,990.02 \$324,009.99 \$92,736.11 \$153,804.26 \$1,371.50 \$4,475.00 \$405,250.68 \$229,265.51 \$95,295.33 (\$992.19) \$237,666.13 | \$3,419,112.55 \$9,941,469.60 \$18,475,139.72 10,786,227.00 \$2,330,870.62 \$191,393.00 \$2,786,093.00 \$943,278.00 \$48,873,583.49 | \$30,110,329.51 \$17,727,878.80 \$30,996,743.79 \$5,425,306.81 \$84,260,258.91 | \$134,842,714.74 |
|---|---|---|----------------------------|
| CURRENT LIABILITIES ACCOUNTS PAYABLE ADVANCE-INSURANCE CO. OWED TO OTHER DISTRICTS FRANCHISE FEE PAYABLE PAYABLE TO EUREKA GARDENS ACCRUED SICK LEAVE ACCRUED VACATION LEAVE ACCRUED PAYROLL ACCRUED EMPLOYEE BENEFITS ACCRUED EMPLOYEE BENEFITS ACCRUED INTEREST PAYABLE | OTHER LIABILITIES BONDS PAYABLE-SERIES 2001 BONDS PAYABLE-SERIES 2008 BONDS PAYABLE-SERIES 2012 BONDS PAYABLE-SERIES 2016 RESERVE FOR BIO-SOILD DISPOSAL OPEB OBLIGATION-GASB 45 NET PENSION LIABILITY DEFERRED INFLOWS RELATED TO PENSIONS TOTAL OTHER LIABILITIES | EQUITY CONTRIBUTED CAPITAL DONATED CAPITAL RETAINED EARNINGS CURRENT YEAR NET INCOME / (LOSS) | TOTAL LIABILITIES & EQUITY |

| | YEAR TO DATE BUDGET | YEAR TO DATE 2018 | YEAR TO DATE |
|--|-----------------------------|-----------------------------|-----------------------------|
| | | | |
| REVENUE | | | |
| OPERATING REVENUE INSIDE NLR SERVICE CHARGES | \$12,728,400.00 | \$13,124,963.42 | \$12,134,057.73 |
| OUTSIDE NLR SERVICE CHARGES | \$2,814,300.00 | \$2,924,938.51 | \$2,690,716.45 |
| MAUMELLE SERVICE CHARGES | \$3,127,500.00 | \$2,952,794.62 | \$2,811,466.49 |
| SHEKWOOD I KEAIMENI CHARGES CIISTOMER SERVICE CHARGES | \$349,400.00 \$51.100.00 | \$332,326.00 \$51 727 23 | \$338,923.00 \$50.331.92 |
| INDUSTRY REGULAR CHARGES | \$1,625,700.00 | \$2,007,456.28 | \$1,505,564.03 |
| INDUSTRY SURCHARGE/PENALTY CHARGES | \$263,700.00 | \$533,030.58 | \$335,045.01 |
| INDUSTRY LATE FEE CHARGES | \$9,700.00 | \$7,042.43 | \$8,690.66 |
| LATE FEE CHARGES-RES. & COM. | \$327,900.00 | \$345,968.00 | \$331,297.46 |
| TIE-ON FEE CHARGES | \$0.00 | \$61,825.42 | \$1,558.10 |
| CONNECTION INSPECTION PERMITS | \$35,100.00 | \$38,900.00 | \$35,000.00 |
| PARTIAL INSPECTION PEMITS | \$0.00 | \$945.00 | \$135.00 |
| TAP & STREET CUTTING PERMITS | \$7,900.00 | \$11,550.00 | \$9,800.00 |
| REVIEW PLANS & SPECIFICATIONS | \$4,600.00 | \$10,402.34 | \$3,619.09 |
| TOTAL OPERATING REVENUE | \$21,345,300.00 | \$22,403,869.83 | \$20,256,204.94 |
| NON OPERATING REVENUE INTEREST FARNED INCOME-SECURITES | \$38 400 00 | \$88.157.50 | \$24.765.42 |
| INTEREST EARNED INCOME-CHECKING | \$3,500.00 | \$11,468.17 | \$7,467.43 |
| INTEREST EARNED INCOME-NOTES | \$5,300.00 | \$5,281.67 | \$5,281.67 |
| DISCOUNTS EARNED | \$0.00 | \$154.59 | \$1,362.85 |
| MISCELLANEOUS INCOME | \$0.00 | \$5,414.60 | \$14,729.80 |
| TOTAL NON-OPERATING REVENUE | \$47,200.00 | \$110,476.53 | \$53,607.17 |
| TOTAL REVENUE | \$21,392,500.00 | \$22,514,346.36 | \$20,309,812.11 |

North Little Rock Wastewater Income Statement For the Twelve Months Ending Monday, December 31, 2018

| YEAR TO DATE 2017 | \$29,665.40 \$114,695.69 | \$69.000.77 | \$126,182.04 | \$108,879.37 | \$1,170,247.80 \$170 327 39 | \$166,144.73 | \$231,660.47 | \$130,268.67 | \$31,092.31 | \$172,092.30 | \$91,385.64 | \$137,046.71 | \$8,965.80 | \$94,268.67 | \$43,003.46 | \$40,795.01 | \$246,942.74 | \$1,127.16 | \$218,026.08 | \$227,130.18 | \$4,722,491.80 | \$525,714.70 | \$769,019.24 | \$884,920.46 | \$42,301.22 | \$3,697,455.15 | \$713,655.00 | \$20,800.00 | \$15,084,366.56 | \$908,700.74 | \$908,700.74 | \$15,993,067.30 |
|------------------------|--|------------------|--------------------|--------------------|--|----------------|----------------|----------------|-----------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------|---------------|--------------------|------------------|---------------------------|-------------------------|----------------------|-------------------------|--------------------|----------------|-----------------------------------|----------------------------------|-----------------|-------------------------|--------------------------|---|------------------------------|-----------------|
| YEAR TO DATE 2018 | \$38,268.38 \$128,989.02 | \$32,361.33 | \$135,799.83 | \$123,318.32 | \$1,328,967.11 \$248.103.61 | \$204,371.11 | \$242,717.71 | \$148,026.90 | \$39,954.91 | \$155,148.61 | \$81,809.01 | \$86,633.65 | \$21,222.13 | \$135,926.24 | \$0.00 | \$47,885.04 | \$277,855.72 | \$0.00 | \$226,474.48 | \$218,437.38 | \$4,629,793.77 | \$550,655.15 | \$808,390.05 | \$935,400.69 | (\$142,222.47) | \$3,890,195.50 | \$1,363,945.00 | \$20,800.00 | \$16,118,727.55 | \$970,312.00 | \$970,312.00 | \$17,089,039.55 |
| YEAR TO DATE BUDGET | \$59,500.00 \$96,700.00 | \$114,600.00 | \$119,500.00 | \$112,100.00 | \$1,230,200.00 \$182 800 00 | \$185,300.00 | \$192,100.00 | \$161,700.00 | \$66,400.00 | \$172,100.00 | \$105,800.00 | \$90,100.00 | \$0.00 | \$158,000.00 | \$56,400.00 | \$40,600.00 | \$283,700.00 | \$0.00 | \$314,400.00 | \$245,500.00 | \$4,790,000.00 | \$615,300.00 | \$727,100.00 | \$1,086,300.00 | \$0.00 | \$4,086,100.00 | \$764,100.00 | \$20,800.00 | \$16,169,400.00 | \$1,077,100.00 | \$1,077,100.00 | \$17,246,500.00 |
| | OPERATING EXPENSES WALKING CREW TROUBLE CREW MANHOLE CPEW | POWER DRIVE CREW | TELEVISION CREW #1 | TELEVISION CREW #2 | COLLECTION SYSTEMS-GENERAL REPAIR CREW #1 | REPAIR CREW #2 | REPAIR CREW #3 | REPAIR CREW #4 | POWER RODDING CREW #1 | VAC-CON CREW #1 | VAC-CON CREW #2 | VAC-CON CREW #3 | VAC-CON CREW #4 | VAC-CON CREW #5 | SURVEY CREW | LOCATION WORK | ENGINEERING OFFICE | ENGINEERING-SSES | GENERAL ENGINEERING DEPT. | PRETREATMENT DEPARTMENT | TREATMENT DEPARTMENT | PUMP STATION DEPARTMENT | BILLING DEPARTMENT | ADMINISTRATIVE | LOSS (GAIN) ON PROPERTY DISPOSALS | DEPRECIATION EXPENSE-NON VEHICLE | PENSION EXPENSE | GASB 45-OPEB OBLIGATION | TOTAL OPERATING EXPENSES | NON-OPERATING EXPENSES INTEREST ON DEBT-ALL BONDS | TOTAL NON-OPERATING EXPENSES | TOTAL EXPENSES |

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North Little Rock Wastewater Income Statement For the Twelve Months Ending Monday, December 31, 2018

| YEAR TO DATE BUDGET | YEAR TO DATE 2018 | YEAR TO DATE 2017 |
|------------------------|----------------------|----------------------|
| \$4,146,000.00 | \$5,425,306.81 | \$4,316,74 |
| (\$1,000,000.00) | \$0.00 | (\$46,19) |
| \$0.00 | \$0.00 | \$154,01 |
| 3,146,000.00 | 5,425,306.81 | 4,424,56 |
| | | |

\$4,316,744.81 (\$46,192.09) \$154,013.97 4,424,566.69

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| | DECEMBER 2018 | YEAR TO DATE | DECEMBER 2017 | YEAR TO DATE |
|--|----------------------------|-----------------|------------------|-----------------|
| REVENUE | | | | |
| OPERATING REVENUE INSIDE NLR SERVICE CHARGES OUTSIDE NLR SERVICE CHARGES | \$1,047,508.96 | \$13,124,963.42 | \$997,494.91 | \$12,134,057.73 |
| MAUMELLE SERVICE CHARGES | \$236,814.93 | \$2,952,794.62 | \$236,926.47 | \$2,811,466.49 |
| SHERWOOD TREATMENT CHARGES | \$27,972.45 | \$332,326.00 | \$28,239.00 | \$338,923.00 |
| INDUSTRY REGULAR CHARGES | \$4,370.76 \$151,442.15 | \$2.007,456.28 | \$4,205.44 | \$50,331.92 |
| INDUSTRY SURCHARGE/PENALTY CHARGES | \$46,875.98 | \$533,030.58 | \$20,471.90 | \$335,045.01 |
| INDUSTRY LATE FEE CHARGES | \$559.09 | \$7,042.43 | \$402.34 | \$8,690.66 |
| LATE FEE CHARGES-RES. & COM. | \$26,113.19 | \$345,968.00 | \$26,636.03 | \$331,297.46 |
| TIE-ON FEE CHARGES | \$0.00 | \$61,825.42 | (\$11,408.61) | \$1,558.10 |
| CONNECTION INSPECTION PERMITS | \$3,220.00 | \$38,900.00 | \$2,480.00 | \$35,000.00 |
| PARTIAL INSPECTION PEMITS | \$45.00 | \$945.00 | \$0.00 | \$135.00 |
| TAP & STREET CUTTING PERMITS | \$320.00 | \$11,550.00 | \$320.00 | \$9,800.00 |
| REVIEW PLANS & SPECIFICATIONS | \$1,189.58 | \$10,402.34 | \$0.00 | \$3,619.09 |
| TOTAL OPERATING REVENUE | \$1,785,179.84 | \$22,403,869.83 | \$1,659,697.93 | \$20,256,204.94 |
| NON OPERATING REVENUE INTEREST EARNED INCOME-SECURITES | \$10,994.06 | \$88,157.50 | \$3,508.46 | \$24,765.42 |
| INTEREST EARNED INCOME-CHECKING | \$1,139.71 | \$11,468.17 | \$713.85 | \$7,467.43 |
| INTEREST EARNED INCOME-NOTES | \$448.58 | \$5,281.67 | \$448.58 | \$5,281.67 |
| DISCOUNTS EARNED | \$2.39 | \$154.59 | \$29.30 | \$1,362.85 |
| MISCELLANEOUS INCOME | \$1,050.00 | \$5,414.60 | \$0.00 | \$14,729.80 |
| TOTAL NON-OPERATING REVENUE | \$13,634.74 | \$110,476.53 | \$4,700.19 | \$53,607.17 |
| TOTAL REVENUE | \$1,798,814.58 | \$22,514,346.36 | \$1,664,398.12 | \$20,309,812.11 |

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|---|------------------|----------------------|------------------|-------------------|
| | DECEMBER 2018 | YEAR TO DATE 2018 | DECEMBER 2017 | YEAR TO DATE 2017 |
| OPERATING EXPENSES WAI KING CREW | 85 055 98 | 85 89C 8E\$ | 90 900 60 | 0.20 GGE 40 |
| TROUBLE CREW | \$13.646.58 | \$128,989,02 | \$11,623.37 | \$114 695 69 |
| MANHOLE CREW | \$10,299.26 | \$99,361,59 | \$8.219.77 | 09.090.678 |
| POWER DRIVE CREW | \$6,658.61 | \$72,499.11 | \$6.527.74 | \$69.000.77 |
| TELEVISION CREW #1 | \$9,938.37 | \$135,799.83 | \$13,248.40 | \$126,182.04 |
| TELEVISION CREW #2 | \$10,115.75 | \$123,318.32 | \$8,928.16 | \$108,879.37 |
| COLLECTION SYSTEMS-GENERAL | \$106,775.73 | \$1,328,967.11 | \$129,926.55 | \$1,170,247.80 |
| REPAIR CREW #1 | \$17,941.51 | \$248,103.61 | \$16,997.22 | \$170,327.39 |
| REPAIR CREW #2 | \$14,452.66 | \$204,371.11 | \$14,634.28 | \$166,144.73 |
| REPAIR CREW #3 | \$15,220.86 | \$242,717.71 | \$16,169.71 | \$231,660.47 |
| REPAIR CREW #4 | \$13,361.32 | \$148,026.90 | \$11,057.35 | \$130,268.67 |
| POWER RODDING CREW #1 | \$5,117.20 | \$39,954.91 | \$2,595.19 | \$31,092.31 |
| VAC-CON CREW #1 | \$6,522.04 | \$155,148.61 | \$14,334.51 | \$172,092.30 |
| VAC-CON CREW #2 | \$8,299.60 | \$81,809.01 | \$6,798.59 | \$91,385.64 |
| VAC-CON CREW #3 | \$8,317.10 | \$86,633.65 | \$6,442.68 | \$137,046.71 |
| VAC-CON CREW #4 | \$115.74 | \$21,222.13 | \$757.09 | \$8,965.80 |
| VAC-CON CREW #5 | \$6,324.07 | \$135,926.24 | \$13,674.85 | \$94,268.67 |
| SURVEY CREW | \$0.00 | \$0.00 | \$0.00 | \$43,003.46 |
| LOCATION WORK | \$3,513.69 | \$47,885.04 | \$3,327.50 | \$40,795.01 |
| ENGINEERING OFFICE | \$26,632.14 | \$277,855.72 | \$21,454.29 | \$246,942.74 |
| ENGINEERING-SSES | 00.0\$ | \$0.00 | \$0.00 | \$1,127.16 |
| GENERAL ENGINEERING DEPT. | \$24,914.65 | \$226,474.48 | \$20,265.98 | \$218,026.08 |
| PRETREATMENT DEPARTMENT | \$19,430.35 | \$218,437.38 | \$19,881.17 | \$227,130.18 |
| TREATMENT DEPARTMENT | \$753,971.15 | \$4,629,793.77 | \$503,499.34 | \$4,722,491.80 |
| PUMP STATION DEPARTMENT | \$44,417.71 | \$550,655.15 | \$39,705.70 | \$525,714.70 |
| BILLING DEPARTMENT | \$80,511.81 | \$808,390.05 | \$96,238.48 | \$769,019.24 |
| ADMINISTRATIVE | \$99,782.60 | \$935,400.69 | \$78,708.84 | \$884,920.46 |
| LOSS (GAIN) ON PROPERTY DISPOSALS | \$0.00 | (\$142,222.47) | \$0.00 | \$42,301.22 |
| DEPRECIATION EXPENSE-NON VEHICLE | \$333,289.86 | \$3,890,195.50 | \$313,657.17 | \$3,697,455.15 |
| PENSION EXPENSE | \$668,758.26 | \$1,363,945.00 | \$57,998.34 | \$713,655.00 |
| GASB 45-OPEB OBLIGATION | \$20,800.00 | \$20,800.00 | \$20,800.00 | \$20,800.00 |
| TOTAL OPERATING EXPENSES | \$2,334,184.58 | \$16,118,727.55 | \$1,460,568.23 | \$15,084,366.56 |
| NON-OPERATING EXPENSES INTEREST ON DEBT-ALL BONDS | \$86,234.74 | \$970,312.00 | \$81,120.90 | \$908,700.74 |
| TOTAL NON-OPERATING EXPENSES | \$86,234.74 | \$970,312.00 | \$81,120.90 | \$908,700.74 |
| | | | | |
| TOTAL EXPENSES | \$2,420,419.32 | \$17,089,039.55 | \$1,541,689.13 | \$15,993,067.30 |
| | | | | |

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NET INCOME (LOSS) BEFORE UNUSUAL ITEMS EMERGENCY REPAIRS DONATED PROPERTY VALUE NET INCOME (LOSS)

| YEAR TO DATE | \$4,316,744.81 (\$46,192.09) \$154,013.97 4,424,566.69 |
|------------------|---|
| DECEMBER 2017 | \$122,708.99 \$0.00 \$0.00 122,708.99 |
| YEAR TO DATE | \$5,425,306.81 \$0.00 \$0.00 5,425.306.81 |
| DECEMBER 2018 | (\$621,604.74) \$0.00 \$0.00 (621,604.74) |
| | |

North Little Rock Wastewater Income Statement For the Twelve Months Ending

| | DECEMBER 2018 | DECEMBER 2017 | DECEMBER 2016 | DECEMBER 2015 | DECEMBER 2014 | DECEMBER 2013 |
|---|--|---|---|---|--|---|
| REVENUE | | | | | | |
| OPERATING REVENUE INSIDE NLR SERVICE CHARGES OUTSIDE NLR SERVICE CHARGES MAUMELLE SERVICE CHARGES SHERWOOD TREATMENT CHARGES SHERWOOD TREATMENT CHARGES CUSTOMER SERVICE CHARGES INDUSTRY REGULAR CHARGES INDUSTRY LATE FEE CHARGES INDUSTRY LATE FEE CHARGES INDUSTRY LATE FEE CHARGES CONNECTION INSPECTION PERMITS THE-ON FEE CHARGES CONNECTION INSPECTION PERMITS PARTIAL INSPECTION PERMITS FEVIEW PLANS & SPECIFICATIONS TOTAL OPERATING REVENUE INTEREST EARNED INCOME-NOTES DISCOUNTS EARNED MISCELLANEOUS INCOME PUMP STATION MAINTENANCE FEE FEMA REIMBURSEMENTS | \$13,124,963.42 \$2,924,938.51 \$2,952,794.62 \$332,326.00 \$51,727.23 \$0.00 \$2,007,456.28 \$533,030.58 \$7,042.43 \$7,042.43 \$7,042.43 \$7,042.43 \$11,650.00 \$11,650.00 \$11,468.17 \$5,281.67 \$154.59 \$5,414.60 \$0.00 \$10,476.53 | \$12,134,057.73 \$2,690,716.45 \$2,811,466.49 \$338,923.00 \$50,331.92 \$0.00 \$1,505,564.03 \$335,045.01 \$8,690.66 \$31,297.46 \$1,558.10 \$35,000.00 \$1,558.10 \$3,619.09 \$24,765.42 \$7,467.43 \$5,281.67 \$1,362.85 \$14,729.80 \$1,362.85 \$14,729.80 | \$11,376,061.19 \$2,440,702.08 \$2,065,533.65 \$491,923.00 \$50,081.16 (\$14,954.04) \$1,307,241.43 \$1,241.20 \$301,156.19 \$107,939.22 \$301,156.19 \$107,939.22 \$301,156.19 \$10,000 \$5,20.00 \$4,241.20 \$4,241.20 \$4,241.20 \$5,320.88 \$463.76 \$12,260.31 \$0.00 \$5,320.88 | \$10,654,988.70 \$2,303,502.25 \$0.00 \$398,801.00 \$50,043.86 (\$5,466.90) \$960,475.88 \$69,434.00 \$16,876.16 \$279,645.31 \$6,965.71 \$28,440.00 \$1,350.00 \$7,000.00 \$7,000.00 \$1,450.00 \$14,775,855.61 \$12,219.47 \$12,219.47 \$0.00 \$36,799.01 | \$10,474,278.25 \$2,239,287.39 \$0.00 \$337,330.00 \$48,667.27 \$0.00 \$979,938.80 \$116,155.85 \$7,235.87 \$28,370.00 \$7,235.87 \$28,370.00 \$1,2378.61 \$14,575,414.71 \$14,575,414.71 \$14,575,414.71 \$17,302.09 \$17,302.09 \$17,302.09 \$17,302.09 \$17,302.09 \$17,302.09 | \$9,533,187.50 \$2,024,272.30 \$0.00 \$330,990.00 \$47,974.60 \$0.00 \$909,017.93 \$90,409.97 \$15,402.13 \$28,845.00 \$180.00 \$180.00 \$180.00 \$180.00 \$1,402.13 \$28,482.73 \$28,482.73 \$28,482.73 \$28,482.73 \$28,482.73 \$28,482.73 \$28,482.73 \$28,482.73 \$28,482.73 \$28,482.73 \$28,482.73 \$28,482.73 \$28,482.73 \$28,482.73 \$28,491.00 \$11,575.96 \$3,145.15 \$7,219.27 \$56,491.51 \$6,491.51 |
| TOTAL REVENUE | \$22,514,346.36 | \$20,309,812.11 | \$18,339,796.12 | \$14,812,654.62 | \$14,614,791.84 | \$13,371,610.55 |

North Little Rock Wastewater Income Statement For the Twelve Months Ending

| | DECEMBER 2018 | DECEMBER 2017 | DECEMBER 2016 | DECEMBER 2015 | DECEMBER 2014 | DECEMBER 2013 |
|---|------------------|------------------|------------------|------------------|------------------|------------------|
| OPERATING EXPENSES | | | | | | |
| WALKING CREW | \$38,268.38 | \$29,665.40 | \$38,906.70 | \$16,479.23 | \$482.79 | \$2,481.46 |
| TROUBLE CREW | \$128,989.02 | \$114,695.69 | \$126,787.61 | \$129,479.81 | \$130,576.70 | \$140,713.07 |
| MANHOLE CREW | \$99,361.59 | \$79,060.60 | \$102,932.95 | \$93,336.65 | \$106,597.15 | \$51,900.06 |
| POWER DRIVE CREW | \$72,499.11 | \$69,000.77 | \$66,357.99 | \$67,450.04 | \$86,263.19 | \$120,190.03 |
| TELEVISION CREW #1 | \$135,799.83 | \$126,182.04 | \$119,697.37 | \$108,681.39 | \$105,941.25 | \$71,045.30 |
| TELEVISION CREW #2 | \$123,318.32 | \$108,879.37 | \$109,639.17 | \$108,659.23 | \$108,923.85 | \$101,697.86 |
| COLLECTION SYSTEMS-GENERAL | \$1,328,967.11 | \$1,170,247.80 | \$1,134,499.33 | \$1,089,108.15 | \$1,124,896.60 | \$858,557.59 |
| REPAIR CREW #1 | \$248,103.61 | \$170,327.39 | \$178,769.31 | \$188,104.17 | \$226,573.69 | \$201,034.78 |
| REPAIR CREW #2 | \$204,371.11 | \$166,144.73 | \$176,415.18 | \$166,038.76 | \$177,549.43 | \$143,472.81 |
| REPAIR CREW #3 | \$242,717.71 | \$231,660.47 | \$209,250.89 | \$214,248.24 | \$245,132.73 | \$937,879.81 |
| REPAIR CREW #4 | \$148,026.90 | \$130,268.67 | \$104,541.50 | \$0.00 | \$0.00 | \$0.00 |
| POWER RODDING CREW #1 | \$39,954.91 | \$31,092.31 | \$38,165.71 | \$49,989.46 | \$63,753.73 | \$32,139.04 |
| POWER RODDING CREW #2 | \$0.00 | \$0.00 | \$0.00 | \$12,818.48 | \$30,562.65 | \$26,899,99 |
| VAC-CON CREW #1 | \$155,148.61 | \$172,092.30 | \$154,310.99 | \$169,357.90 | \$166,839.35 | \$164,883.65 |
| VAC-CON CREW #2 | \$81,809.01 | \$91,385.64 | \$163,327.33 | \$152,447.18 | \$148,055.43 | \$143,247.38 |
| VAC-CON CREW #3 | \$86,633.65 | \$137,046.71 | \$144,105.00 | \$139,829.41 | \$144,946.34 | \$137,417.80 |
| VAC-CON CREW #4 | \$21,222.13 | \$8,965.80 | \$16,047.68 | \$18,868.55 | \$5,266.66 | \$0.00 |
| VAC-CON CREW #5 | \$135,926.24 | \$94,268.67 | \$110,348.52 | \$91,016.85 | \$0.00 | \$0.00 |
| SURVEY CREW | \$0.00 | \$43,003.46 | \$67,002.58 | \$61,627.81 | \$71,865.34 | \$73,663.60 |
| LOCATION WORK | \$47,885.04 | \$40,795.01 | \$50,211.35 | \$40,526.13 | \$45,126.20 | \$55,513.05 |
| ENGINEERING OFFICE | \$277,855.72 | \$246,942.74 | \$234,855.18 | \$202,765.64 | \$202,837.67 | \$186,340.39 |
| ENGINEERING-SSES | \$0.00 | \$1,127.16 | \$9,810.94 | \$15,112.67 | \$12,455.01 | \$22,910.75 |
| GENERAL ENGINEERING DEPT. | \$226,474.48 | \$218,026.08 | \$217,343.44 | \$203,400.77 | \$227,220.50 | \$282,619.96 |
| PRETREATMENT DEPARTMENT | \$218,437.38 | \$227,130.18 | \$226,339.21 | \$232,490.38 | \$227,010.04 | \$236,779.90 |
| TREATMENT DEPARTMENT | \$4,629,793.77 | \$4,722,491.80 | \$4,385,137.75 | \$3,300,537.41 | \$3,376,169.22 | \$3,322,898.45 |
| PUMP STATION DEPARTMENT | \$550,655.15 | \$525,714.70 | \$524,374.11 | \$378,460.25 | \$403,194.54 | \$286,962.53 |
| BILLING DEPARTMENT | \$808,390.05 | \$769,019.24 | \$724,737.47 | \$648,624.45 | \$669,358.28 | \$614,019.24 |
| ADMINISTRATIVE | \$935,400.69 | \$884,920.46 | \$1,011,496.50 | \$940,918.00 | \$861,828.44 | \$829,327.17 |
| LOSS (GAIN) ON PROPERTY DISPOSALS | (\$142,222.47) | \$42,301.22 | \$160,127.80 | \$0.00 | (\$11,320.51) | (\$29,038.49) |
| DEPRECIATION EXPENSE-NON VEHICLE | \$3,890,195.50 | \$3,697,455.15 | \$3,786,886.57 | \$2,726,737.46 | \$2,328,074.08 | \$2,257,994.70 |
| PENSION EXPENSE | \$1,363,945.00 | \$713,655.00 | \$634,562.50 | \$610,680.00 | \$452,282.00 | \$503,850.00 |
| GASB 45-OPEB OBLIGATION | \$20,800.00 | \$20,800.00 | \$19,447.00 | \$21,710.00 | \$21,466.00 | \$28,562.00 |
| TOTAL OPERATING EXPENSES | \$16,118,727.55 | \$15,084,366.56 | \$15,046,435.63 | \$12,199,504.47 | \$11,759,928.35 | \$11,805,963.88 |
| NON-OPERATING EXPENSES INTEREST ON DEBT-ALL BONDS | \$970,312.00 | \$908,700.74 | \$866,363.35 | \$825,144.23 | \$596,704,64 | \$601,368,54 |
| TOTAL NON-OPERATING EXPENSES | \$970,312.00 | \$908,700.74 | \$866,363.35 | \$825,144.23 | \$596,704.64 | \$601,368.54 |
| | | | | | | |

\$12,407,332.42

\$13,024,648.70 \$12,356,632.99

\$15,912,798.98

\$15,993,067.30

\$17,089,039.55

TOTAL EXPENSES

North Little Rock Wastewater Income Statement For the Twelve Months Ending

| 4 | 5,425,306.81 | NET INCOME (LOSS) |
|---------|------------------|-----------------------------|
| | \$0.00 | ANNUAL PENSION LIAB. CHANGE |
| | \$0.00 | DONATED PROPERTY VALUE |
| | \$0.00 | EMERGENCY REPAIRS |
| \$ | \$5,425,306.81 | JNUSUAL ITEMS |
| | | NET INCOME (LOSS) BEFORE |
| DE | DECEMBER 2018 | |
| For the | Ľ | |
| _ | | |

| DECEMBER 2017 |
|-------------------------------|
| \$4,316,744.81 \$2,426,997.14 |
| _ |
| |
| |
| |
| |

SOUTH LEVY/INDIAN HILLS 2018 PIPE BURSTING REHABILITATION PROJECT

Staff received bids for the "South Levy/Indian Hills 2018 Pipe Bursting Rehabilitation Project" on Thursday, December 13, 2018 at 1:30 PM. The Project consist of Pipe Bursting rehabilitation for approximately 39,108 linear feet of existing 6" and 8" gravity sewer lines along with external reconnections of existing service lines.

.

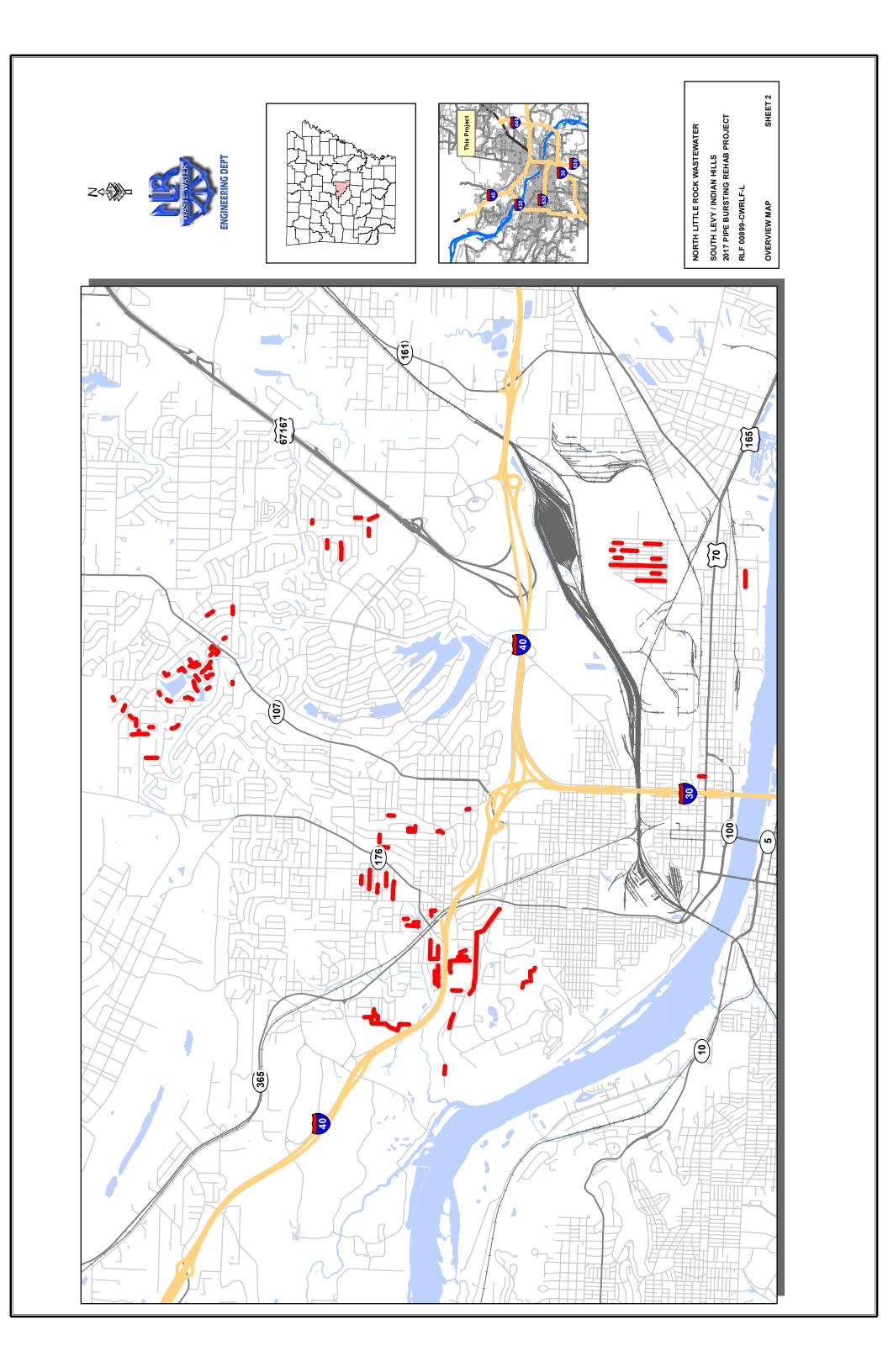
The low bid was submitted by Horseshoe Construction, Inc. in the amount of \$3,585,300.50. A copy of the Bid Tabulation is attached.

This project is funded through the 2016 Revolving Loan Fund (ANRC #01068-CWSRF-L).

ACTION REQUESTED:

Authorize 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.





Page 1 of I

South Levy/Indian Hills 2017 Pipe Bursting Rehabilitation Project North Little Rock Wastewater Utility

Bid Opening on December 13, 2018 at 1:30 P.M.

| liem No. | | | | | | | | | | | | | | . Inc. |
|----------|--|-------|----------|----|------------|-------|--------------|--|--------|--------------|---|------------|------|--------------|
| | Description | Units | Quantity | | Unit Price | Amoun | t | Unit Price | Amount | | 1 | Unit Price | Amou | ret |
| - 1 | Mobilization | LS. | | 5 | 5,000.00 | | 5000.00 | \$ 80,000.0 | 0 4 | 80,000.00 | | 209,000.00 | | 209,000.00 |
| 2 | Performance and Payment Bonds | L.S. | 1 | \$ | 50,000.00 | | | \$ 60,000.0 | | 60,000.00 | | | 5 | 60,000.00 |
| 3 | Certificates of Insurances | LS. | 1 | 5 | 40,000.00 | | 40,000.00 | | | 5,000,00 | | 12,000.00 | | 12,000.00 |
| 4 | Clean and TV 6" Sanitary Sewer Mains | ĻΕ, | 31.460 | 5 | 3.50 | | 110,110.00 | | 5 \$ | 102,245.00 | | 4.00 | | 125,840.00 |
| 5 | Pipe Burst 4" to 6" HDPE | L.F. | 153 | 5 | 15.00 | | 2,295.00 | | 0 \$ | 5,355.00 | | 50.00 | | 7,650.00 |
| 6 | Pipe Burst 6" to 6" HOPE | LF. | 31,460 | 5 | | 5 | 1,384,240.00 | | 0 \$ | 1,069,640.00 | | 45,CO | - | 1,415,700.00 |
| 7 | Clean and TV 8" Sanitary Sewer Mains | LE. | 7,345 | 5 | 3,50 | | 25,707.50 | | 5 \$ | 23,871,25 | | 4.00 | | 29,380,00 |
| 8 | Pipe Burst 8" to 8" HDPE | LE. | 7,345 | s | 44.00 | | 323,180.00 | | | 242,385.00 | | 45.00 | | 330,525.00 |
| 9 | Pipe Burst 6" to 8" by means of static pull method | L.F. | 725 | s | 140.00 | | 101,500.00 | | | 54,375.00 | | 55.00 | | 39,875.00 |
| 10 | Pipe Burst 8" to 6" by means of static pull method | L.F. | 50 | \$ | 40.00 | | 2,000,00 | | 0 8 | 3,750,00 | | 55,00 | | 2,750.00 |
| - 11 | Asphalt Street Repair | S,Y | 8,000 | 5 | 7.00 | | 42,000.00 | | 0 8 | 474,000,00 | | 25.00 | | 150,000.00 |
| 12 | Asphalt Alley/Drive/Parking Repair | SY. | 200 | 5 | 7.00 | | 1,400.00 | | 0 5 | 11.100.00 | | 65.00 | | 13,000,00 |
| 13 | 4" Service Reinstalement (Machine Dra) | Fach | 650 | 5 | 200.00 | | 130,000.00 | | | 448,500.00 | | 750.00 | | 487,500.00 |
| 14 | 4" Service Reinstatement (Hand Dig) | Each | 10 | 5 | 50.00 | | 500.00 | | | 9,250.00 | | 1,350.00 | | 13,500.00 |
| 15 | 4" Ducitie Iron Service Line Replacement | L.F. | 500 | 5 | 5.00 | | 2.500.00 | | 0 3 | 15.000.00 | | 31.00 | | 15,500,00 |
| 18 | 4" Service Line-Additional Footage | L.F. | 1,500 | 5 | 20.00 | | 30,000.00 | | 0 5 | 79,500.00 | | 20,00 | | 30,000.00 |
| 17 | 4" Double Cleanout | Each | 250 | 5 | 125.00 | | 31,250.00 | | | 52,000.00 | | 328.00 | | 82,000.00 |
| 18 | Pavernent Restoration for Bervice reconnections | S.Y. | 6000 | 2 | 7.00 | | 56,000,00 | | 0 8 | 120,000.00 | | 15,00 | | 120,000.00 |
| 19 | Tie to Existing Manhote | Each | 364 | 5 | 1,000.00 | | 354,000.00 | | 0 5 | 5,460.00 | | 600,00 | | 218,400.00 |
| 20 | Standard 4' Manhole 0-8' depth | Each | 20 | 5 | 1,500.00 | | 30,000.00 | | | 92,000.00 | | 3,000,00 | | 60,000.00 |
| 21 | Standard 4' Menhole, Additional Depth | VF. | 200 | 2 | 5.00 | | 1,000.00 | | 0 \$ | 200.00 | | 150.00 | | 30,000.00 |
| 22 | Abandon and Grout Fill Manhole | Each | 1 | \$ | 500.00 | | 500.00 | | | 1,500.00 | - | 900.00 | | 900.00 |
| 23 | Point Repair (Paved Areas) 0-6' depth | Each | 15 | 5 | 25.00 | | 375.00 | | | 54,000.00 | | 200.00 | | 3,000,00 |
| 24 | Point Repair (Paved Areas) per vertical loot over 6 depth | V.F. | 120 | 5 | 1,00 | | 120.00 | | 0 \$ | 9,000.00 | | 10.00 | | 1,200.00 |
| 25 | Flowable Fill for Backfill in trench for Paved Reconnections or Repairs | CY. | 1900 | 5 | 225.00 | | 428,175.00 | | | 258,808.00 | | 220.00 | | 418,660.00 |
| 26 | Class 7 materil compacted backfill in trench for Payed Reconnection or Repairs | Tons | 2750 | 5 | 75,00 | | 206,250.00 | | 0 5 | 123,750.00 | | 11.00 | | 30,250.00 |
| 27 | Point Repair (Non-Paved Areas) 0-5' Dooth | Each | 25 | 5 | 25.00 | | | \$ 2,810.0 | | 70.250.00 | | 50.00 | | 1,250,00 |
| 28 | Point Repair (Non-Paved Areas) per vertical foot over 6' depth | V.F. | 120 | \$ | 1.00 | | 120.00 | A 10 100 100 100 100 100 100 100 100 100 | 0 \$ | 7,440.00 | | 10.00 | | 1,200.00 |
| 29 | Solid Sod and Soil Replacement | S.Y. | 22000 | 5 | 2.50 | | 55,000.00 | | 0 \$ | 132,000.00 | | 3.00 | | 68.000.00 |
| 30 | Seeding and Mulching | S,Y. | 1000 | 8 | 0.25 | | 250.00 | | 0 \$ | 3,000.00 | | 2.00 | | 2.000.00 |
| 31 | Fence Removal and Replacement | L.F. | 2500 | 5 | 5.00 | | 12,500.00 | | 5 \$ | 53,125.00 | | 12.00 | 7 | 30,000,00 |
| 32 | Curb and Gutter Replacement | L.F. | 350 | 3 | 5.00 | | 1,750.00 | | 0 5 | 15,925 00 | | 22,00 | | 7,700,00 |
| 33 | Replace Concrete Odveway (4") | S,Y, | 500 | 5 | 7.00 | | 3,500.00 | | 0 5 | 38,250.00 | | 25.00 | | 12,500.00 |
| 34 | Replace Concrete Sidewalk | S.Y. | 300 | s | 7,00 | | 2,100.00 | | 0 5 | 21,300.00 | | 25.00 | | 7,500.00 |
| 35 | Acceptance Inspection by CCTV | L.F | 39108 | 5 | 1.75 | | 68,439.00 | | 5 5 | 87,993.00 | | 3,00 | | 117,324.00 |
| 36 | Remove and Repface Concrete Ditch/Stab | S.Y. | 300 | 3 | 7.00 | | 2,100.00 | | | 30,000,00 | | 25.00 | | 7,500.00 |
| 37 | Trench Safety System | L,S. | 1 | 2 | 1,000.00 | - | | \$ 1,000.0 | | 1,000,00 | | 50,000.00 | | 50,000.00 |
| 38 | Traffic Control | L\$ | i | s | 10,000,00 | | | \$ 10,000.0 | | 10,000.00 | | 10,000.00 | | 10,000.00 |
| 39 | Remove Tree>6" Diameter at 4.5' from Ground Level | Fach | 10 | 5 | 250.00 | | 2,500,00 | | | 20.500.00 | | 500.00 | | 5,000.00 |
| 40 | Retaining Wall Removal and Replacement | LF. | 40 | 5 | 200.00 | | 8,000.00 | | 0 5 | 4,680.00 | | 150.00 | | 6,000.00 |
| 41 | Construct Concrete Storm Drain Conflict Box-Minimum 5' x 5' | Each | 2 | .5 | 4,500.00 | | 9,000.00 | | | 12,800.00 | | 6,000,00 | | 10,000.00 |
| 42 | Install 6" PVC by Means of Open-Cut Construction | L.F. | 200 | 5 | 120,00 | | 24,000.00 | | 0 \$ | 32,200.00 | | 50,00 | | 10,000,00 |
| 43 | Trench and Backfill for Open-Cui 0'-6' Depth | L.F. | 200 | S | 0.25 | | 50.00 | | 0 \$ | 4,000.00 | | 25,00 | | 5,000,00 |
| 44 | Trench and Backfill for Open-Cut 6'-6' Depth | L.F. | 50 | \$ | 0.35 | | 17.50 | | 5 5 | 1,437.50 | | 35.00 | | 1,750.00 |
| 45 | Trench and Backfill for Open-Cut 6'-10' Depth | L.F. | 50 | s | 0.45 | | 22.50 | | 0 \$ | 1,950.00 | | 50.00 | | 2,500,00 |
| 46 | Trench and Backfill for Open-Cut 10'-12' Depth | LF | 20 | 3 | 0.55 | | 11.00 | | 0 \$ | 800.00 | | 70.00 | | 1,400.00 |
| 47 | Trench and Backfill for Opan-Cut >12' Depth | L.F. | 20 | s | D.65 | | 13:00 | | 0 2 | 2,600.00 | | 100.00 | | 2,000.00 |
| 48 | Sarvice Connection Verification Dig | Each | 20 | 5 | 50.00 | | 1,000.00 | | | 26,200,00 | | 100.00 | | 2,000.00 |
| 49 | Replace Concrete Dutside Drop with PVC Outside Drap (0-12') | Each | 5 | 5 | 2,000.00 | | 10,000.00 | | 0 \$ | 3,100.00 | | 1,500.00 | | 7,500.00 |
| 50 | Replace Concrete Outside Drop with PVC Outside Drop (Additional Depth) | V.F. | 20 | s | 10.00 | | 200,00 | | 0 5 | 200.00 | | 150.00 | | 3,000.00 |
| 51 | Install 6" High Early Strength 4500 PSI | S.Y. | 50 | 5 | 100.00 | | 5,000.00 | | 5 5 | 1,597.50 | | 45.00 | | 2,250.00 |
| | Totals | | | Ĭ | | | 3,585,300.50 | 30. | | 3,982,977.25 | | 10.00 | | 278,004.00 |
| | Bìd Rank | | | | | | 1 | | | 2 | | | 3 | ,004.00 |

ENGINEER:

Michael Clayton, P.E. North Little Rock Wastewater 7400 Baucum Pike North Little Rock, AR 72117

hereby certify that this is a true and correct copy of bids received on December 13, 2018 at 1:30 PM

Michael B. Clayton, P.E. North Little Rock Wastewater



(5)

SOUTH LEVY/INDIAN HILLS 2018 CIPP REHABILITATION PROJECT

Staff received bids for the "South Levy/Indian Hills 2018 CIPP Rehabilitation Project" on Thursday, December 13, 2018 at 1:00 PM. This project includes the internal lining of approximately 49,153 linear feet of 6", 8", 10", 12", 15", 21", and 24" gravity sewer mains.

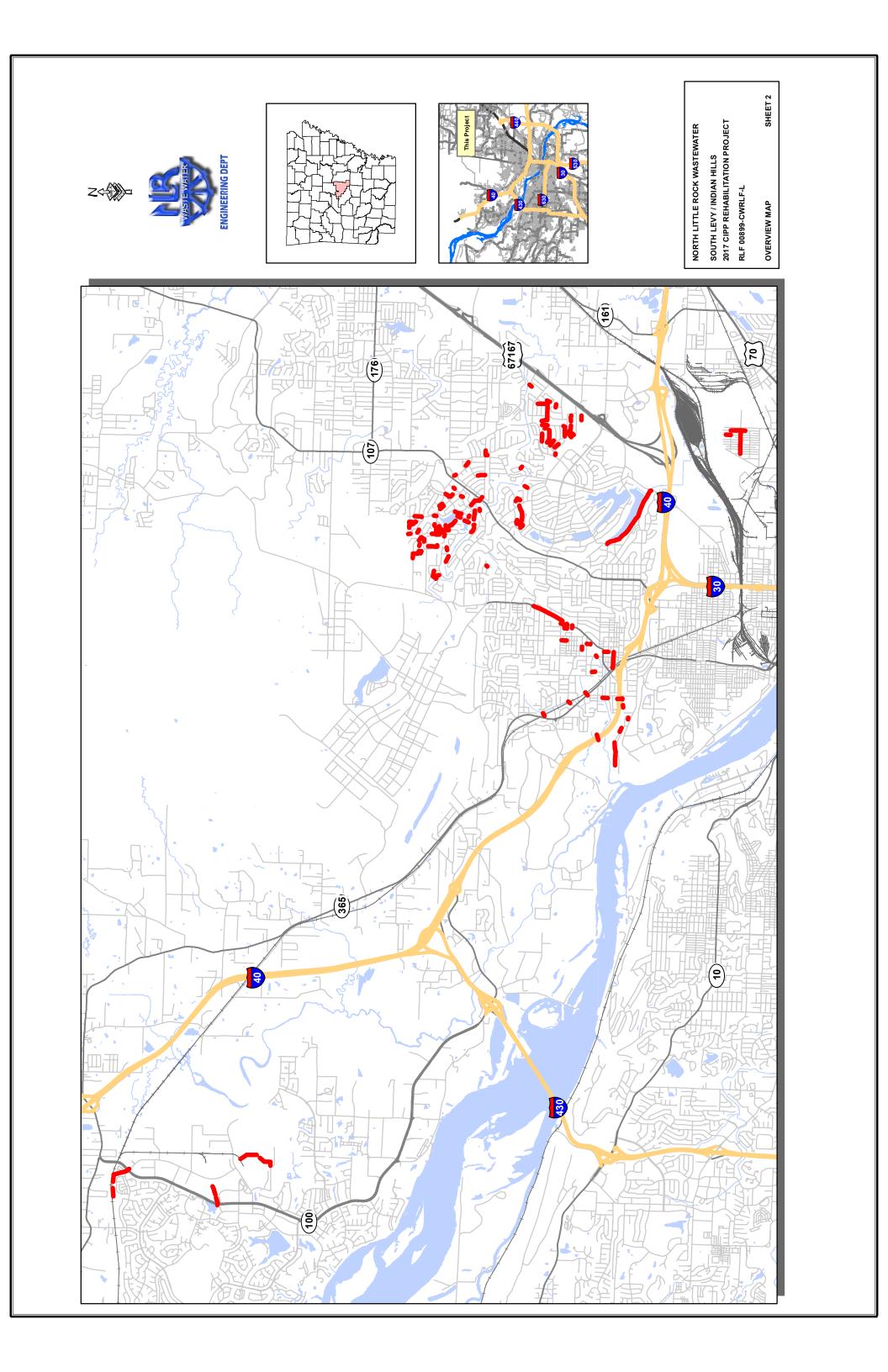
The low bid was submitted by Insituform Technologies, LLC in the amount of \$2,882,299.68. A copy of the Bid Tabulation is attached.

This project is funded through the 2016 Revolving Loan Fund (ANRC #01068-CWSRF-L).

ACTION REQUESTED:

Authorize 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.





| Eid T | Bid Tahulation Shoot | | | | | G. | Page 1 of 1 | | | | | |
|----------|--|----------|-----------|----------------|---|----------------------|----------------|--------------------------------|----------------|--------------|------------------|----------------|
| South | South Levy/Indian Hills 2017 CIPP Rehabilitation Project | | | | | | | | | | | |
| North | North Little Rock Wastewater Utility | Bid | d Opening | on December 1. | Bid Opening on December 13, 2018 at 1:00 PM | | | | | | | |
| | | | | Insituform Tec | Insitutorm Technologies, LLC | Granite Inliner, LLC | liner, LLC | PM Construction and Rehab, LLC | d Rehab, LLC | SA | SAK Construction | ction |
| Item No. | lo. Description | Units Qu | Quantity | Unit Price | Amount | Unit Price Ar | Amount | Unit Prica | Amount | Unit Price | | Amount |
| South | South Levy/Indian Hills | | | | | | | | | | | |
| _ | Mobilization | | - | \$ 200,000.00 | \$ 200,000.00 | \$ 195,974.89 \$ | 195,974.89 | \$ 150,000.00 | - | \$ 45,000.00 | \$ 00 | 45,000.00 |
| 7 | Performance and Payment Bond | Ľ.S. | _ | \$ 20,000.00 | \$ 20,000.00 | \$ 30,000,00 \$ | 30,000,00 | \$ 50,000.00 | \$ 50,000.00 | \$ 35,000,00 | \$ 00 | 35,000.00 |
| ю | Certificates and Insurance | L.S. | - | \$ 5,000.00 | \$ 5,000,00 | \$ 10,000,00 \$ | 10,000.00 | \$ 2,250.00 | \$ 2,250.00 | \$ 25,000.00 | \$ 00 | 25,000.00 |
| 4 | 6" X 4.5 mm CIPP, complete in place | | 2,394 \$ | \$ 31.00 | \$ 74,214.00 | \$ 42.00 \$ | 100,548,00 | \$ 35.00 | \$ 83,790.00 | \$ 25.00 | \$ 00 | 59,850.00 |
| 2 | 8" X 8.0 mm CIPP, complete in place | | 24,627 | \$ 30.00 | \$ 738,810,00 | \$ 32.00 \$ | 788,064.00 | \$ 23.50 | \$ 578,734.50 | \$ 27.00 | \$ 00 | 664,929.00 |
| 9 | 10" x 6.0 mm CiPP, complete in place | | 2,493 \$ | \$ 33.00 | \$ 82,269,00 | \$ 38.00 \$ | 94,734.00 | \$ 31.00 | \$ 77,283.00 | \$ 29.00 | \$ 00 | 72,297.00 |
| 7 | 12" x 6.0 mm CIPP, complete in plece | Œ, | 6,589 | \$ 37.00 | \$ 243,793.00 | \$ 42.00 \$ | 276,738.00 | \$ 35.00 | \$ 230,615,00 | \$ 31.00 | \$ 00 | 204,259.00 |
| 00 | 15" X 9.0 MM CIPP complete in place | Ľ, | 3,348 | \$ 72.00 | \$ 240,912.00 | \$ 54.00 \$ | 180,684.00 | \$ 50.00 | \$ 167,300.00 | \$ 51.00 | \$ 00 | 170,646,00 |
| თ | 23" x 9.0 mm CIPP, complete in place | Œ, | 2,487 | \$ 67.00 | \$ 166,629.00 | \$ 74.00 \$ | 164,038.00 | \$ 65.00 | \$ 161,655,00 | \$ 61.00 | \$ 00 | 151,707.00 |
| 10 | 24" x 9.0 mm CIPP, complate in place | L. | 7,217 | \$ 90.00 | \$ 649,530.00 | \$ 75.00 \$ | 541,275.00 | \$ 105.00 | \$ 757,785.00 | \$ 81,00 | \$ 00 | 564,577.00 |
| Ξ | Wastewater Control and Bypass Pumping for Roce City 30" Interceptor | Ľ.S. | - | \$ 30,000.00 | \$ 30,000.00 | \$ 950,000.00 \$ | 850,000.00 | \$ 350,000.00 | \$ 350,000.00 | \$ 64,495.00 | \$ 00 | 64,495.00 |
| 12 | Clean and TV 6" through 24" Sanitary Sewer Mains | L.F. 4 | 49,153 | \$ 5.00 | \$ 245,765.00 | \$ 2.50 \$ | 122,882.50 | \$ 4,00 | \$ 196,612.00 | 4 | 7.00 \$ | 344,071.00 |
| 13 | | 'n. | 7,217 | \$ 0.01 | \$ 72.17 | \$ 7.00 \$ | 50,519,00 | \$ 6.50 | \$ 46,910.50 | 9 | 3.00 \$ | 21,651.00 |
| 14 | 4" Service Replacement (Machine Dig) 0-8' depth | Each | 20 | \$ 500.00 | \$ 10,000.00 | \$ 2,025.00 \$ | 40,500.00 | \$ 1,500.00 | \$ 30,000.00 | \$ 4,000.00 | \$ 00 | 80,000.00 |
| 15 | 4" Service Reinstatement (Machine Dig) per vertical foot over 6' depth | V.F. | 200 | \$ 10.00 | \$ 2,000.00 | \$ 12.00 \$ | 2,400:00 | \$ 55.00 | \$ 11,000.00 | \$ 100.00 | \$ 00 | 20,000.00 |
| 16 | | Each | 2 | \$ 525.00 | \$ 1,050.00 | \$ 550.00 \$ | 1,100:00 | \$ 2,300.00 | \$ 4,600.00 | \$ 6,000.00 | \$ 00 | 12,000.00 |
| 17 | 4" Service Reinstatement (Hand Dig) per vertical foot over 6' depth | Each | 2 | \$ 5.00 | \$ 10.00 | \$ 5.50 \$ | 11,00 | \$ 280.00 | \$ 560.00 | \$ 1,000.00 | \$ 00 | 2,000.00 |
| 18 | 4" Service Line-Additional Footage | L.F. | 400 | \$ 15.00 | \$ 6,000.00 | \$ 55.00 \$ | 22,000,00 | \$ 33.00 | \$ 13,200.00 | \$ 60.00 | \$ 00 | 24,000.00 |
| 19 | Pavement Restoration for Service Reconnections | S.Y. | 200 | \$ 30.00 | \$ 6,000.00 | \$ 80.00 \$ | 16,000.00 | \$ 78.00 | \$ 15,600.00 | \$ 100.00 | \$ 00 | 20,000,00 |
| 20 | Internal Service Reinstatement (CIPP) | Each | 398 | \$ 0.01 | \$ 3.98 | \$ 50.00 \$ | 19,900.00 | \$ 275.00 | \$ 109,450.00 | \$ 1.00 | \$ 00 | 398.00 |
| 21 | Point Repair (Paved Areas) 0-8' depth | Each | ເນ | \$ 6,400.00 | \$ 32,000.00 | \$ 7,000.00 \$ | 35,000.00 | \$ 4,700.00 | \$ 23,500.00 | \$ 6,000.00 | \$ 00 | 30,000.00 |
| 22 | Point Repair (Paved Areas)per vertical foot over 6' depth | F.> | 20 | \$ 50.00 | \$ 2,500.00 | \$ 330.00 \$ | 16,500.00 | \$ 260.00 | \$ 13,000.00 | \$ 200.00 | \$ 00 | 10,000.00 |
| 23 | Flowable Fill for backfill in trench for Paved Reconnections or repairs | C.Y. | | \$ 30.00 | 00.000,6 \$ | \$ 110.00 \$ | 33,000.00 | \$ 140.00 | \$ 42,000.00 | \$ 150.00 | \$ 00 | 45,000.00 |
| 24 | Class 7 metarial compacted backfill in trench for Paved Reconnections or Repairs | Tons | 250 | \$ 15.00 | \$ 3,750.00 | \$ 40.00 \$ | 10,000.00 | \$ 42.00 | \$ 10,500.00 | \$ 50.00 | \$ 00 | 12,500.00 |
| 25 | Point Repair (Non-Paved Areas) 0-6' depth | Each | | \$ 6,200.00 | \$ 31,000.00 | \$ 5,600.00 \$ | 28,000.00 | \$ 3,000.00 | \$ 15,000.00 | \$ 4,000.00 | \$ 00 | 20,000,00 |
| 26 | Point Repair (Non-Paved Areas)per vertical foor over 6' depth | Υ.F. | | | \$ 10,090,00 | \$ 280.00 \$ | 28,000.00 | \$ 135.00 | \$ 13,500.00 | \$ 150.00 | 8 | 15,000.00 |
| 27 | Replace Concrete Drivewey(4") | S.Y. | | | \$ 5,000:00 | \$ 80.00 \$ | 8,000.00 | \$ 78.00 | \$ 7,600.00 | \$ 100.00 | \$ 00 | 10,000.00 |
| 28 | Replace Concrete Sidewalk | S.Y. | | | \$ 2,500.00 | \$ 85.00 \$ | 4,250.00 | \$ 72.00 | \$ 3,600.00 | \$ 130.00 | 9 00 | 6,500.00 |
| 29 | Replace Curb and Gutter | L.F. | | \$ 20.00 | \$ 2,000.00 | \$ 23.00. \$ | 2,300.00 | \$ 42.00 | \$ 4,200.00 | \$ 40.00 | \$ 00 | 4,000.00 |
| 30 | Vegetation Resoration with Solid Sodding and 4" of Topsoll | S.Y. | 750 | \$ 4.00 | \$ 3,000.00 | \$ 7.00 \$ | 5,250.00 | \$ 7.25 | \$ 5,437.50 | \$ 20.00 | \$ 00 | 15,000.00 |
| 34 | | L.F. | 200 | \$ 40.00 | \$ 8,000.00 | \$ 45.00 \$ | 9,000,00 | \$ 20.00 | \$ 4,000.00 | \$ 50.00 | \$ 00 | 10,000.00 |
| 32 | | S.Y. | 20 | \$ 50.00 | \$ 2,500.00 | \$ 110,00 \$ | 5,500.00 | \$ 140.00 | \$ 7,000.00 | \$ 200.00 | \$ 00 | 10,000,00 |
| 33 | Trench Safety System | L.S. | - | \$10,000.00 | \$10,000:00 | \$5,600.00 | \$5,600.00 | \$8,900.00 | \$8,900.00 | \$15,000.00 | 00 | \$15,000.00 |
| 34 | Ū | | 49,153 | \$0.01 | \$491.53 | \$1.50 | \$73,729.50 | \$1.00 | \$49,153.00 | \$2.00 | 00 | \$98,306.00 |
| 35 | Traffic Control | L.S. | - | \$26,500.00 | \$28,500.00 | \$18,000.00 | \$18,000.00 | Š | \$34,000.00 | \$20,000.00 | 00 | \$20,000.00 |
| 36 | Mechanical Cleaning of DIP to remove Luberculation for CIPP installation | ቿ | 8 | \$600.00 | \$12,000,00 | \$500.00 | \$10,000.00 | \$300.00 | \$6,000.00 | \$325.00 | | \$6,500.00 |
| | | | | | \$2,882,299.68 | | \$3,919,497.89 | | \$3,284,935.50 | | 07 | \$2,929,666,00 |
| _ | Bid Rank | | | | | | 4 | | 60 | | | 2 |
| _ | | | | | | | | | | | | |



I hereby certify that this is a true and correct copy of bids received on December 13, 2018 at 1:00 PM.

Michael Clayton, P.E. North Little Rock Wastewater 7400 Baucum Pike North Little Rock, AR 72117

ENGINEER:

Michael B. Clayton, P.E.
North Little Rock Wastewater

I-40 INTERCHANGE (MAUMELLE) FORCE MAIN RELOCATION PROJECT

Staff received bids for the "I-40 Interchange (Maumelle) Force Main Relocation Project" on Wednesday, December 19, 2018 at 1:00 PM. The Project consists of relocation of approximately 331 linear feet of 8" PVC force main and encasing 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 \$56,323.00. A copy of the Bid Tabulation is attached.

ACTION REQUESTED:

Authorize 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 \$56,323.00.



Bid Tabulation Sheet

Page 1 of 1

I 40 Interchange (Maumelle) Force Main Relocation Project

North Little Rock Wastewater Utility

Bid Opening on December 19, 2018 at 1:00 P.M.

| | | | | Diamond Cons | struction | D& J Red Iron and Aggregate, LTD | | |
|----------|---|-------|----------|--------------|-------------|----------------------------------|-------------|--|
| ltem No. | Description | Units | Quantity | Unit Price | Amount | Unit Price | Amount | |
| 1 | Mobilization | LS | 1 | \$2,750.00 | \$2,750.00 | \$3,797.01 | \$3,797.01 | |
| 2 | Performance and Payment Bonds | LS | 1 | \$800.00 | \$800.00 | \$3,120.00 | \$3,120.00 | |
| 3 | Certificate of Insurance | LS | 1 | \$1,500.00 | \$1,500.00 | \$4,486.66 | \$4,486.66 | |
| 4 | 8" MJ Gate Valve (CCW Open) | Each | 2 | \$1,650.00 | \$3,300.00 | \$1,866.87 | \$3,733.74 | |
| 5 | 8" 22.5° MJ Ductile Iron Fittings with Blocking | Each | 4 | \$750.00 | \$3,000.00 | \$432.10 | \$1,728.40 | |
| 6 | 8" 45° MJ Ductile Iron Fittings with Blocking | Each | 4 | \$750.00 | \$3,000.00 | \$433.53 | \$1,734.12 | |
| 7 | 8" C900 DR18 PVC | LF | 331 | \$42.00 | \$13,902.00 | \$65.66 | \$21,733.46 | |
| 8 | 2500 psi Concrete Encasement | LF | 165 | \$68.00 | \$11,220.00 | \$143.22 | \$23,631.30 | |
| 9 | Straw Wattles | LF | 200 | \$1.00 | \$200.00 | \$22.59 | \$4,518.00 | |
| 10 | Check Dam | Each | 8 | \$150.00 | \$1,200.00 | \$195.00 | \$1,560.00 | |
| 11 | A.R.I. 2" Composite Combo. Air Release Valve | Each | 1 | \$4,750.00 | \$4,750.00 | \$2,855.78 | \$2,855.78 | |
| 12 | Sign Markings | Each | 4 | \$50.00 | \$200.00 | \$260.00 | \$1,040.00 | |
| 13 | Trench and Excavation Safety Measures | LS | 1 | \$2,500.00 | \$2,500.00 | \$910.00 | \$910.00 | |
| 14 | Traffic Control | LS | 1 | \$1.00 | \$1.00 | \$585.00 | \$585.00 | |
| 15 | Seeding and Mulching | Acres | 0.5 | \$3,000.00 | \$1,500.00 | \$812.50 | \$406,25 | |
| 16 | Testing and Cleanup | LS | 1 | \$6,500.00 | \$6,500.00 | \$3,900.00 | \$3,900.00 | |
| | Totals | | | | \$56,323.00 | | \$79,739.72 | |
| | Bid Rank | | | | 1 | 2 | | |

ENGINEER:

Michael Clayton, P.E.

North Little Rock Wastewater

7400 Baucum Pike

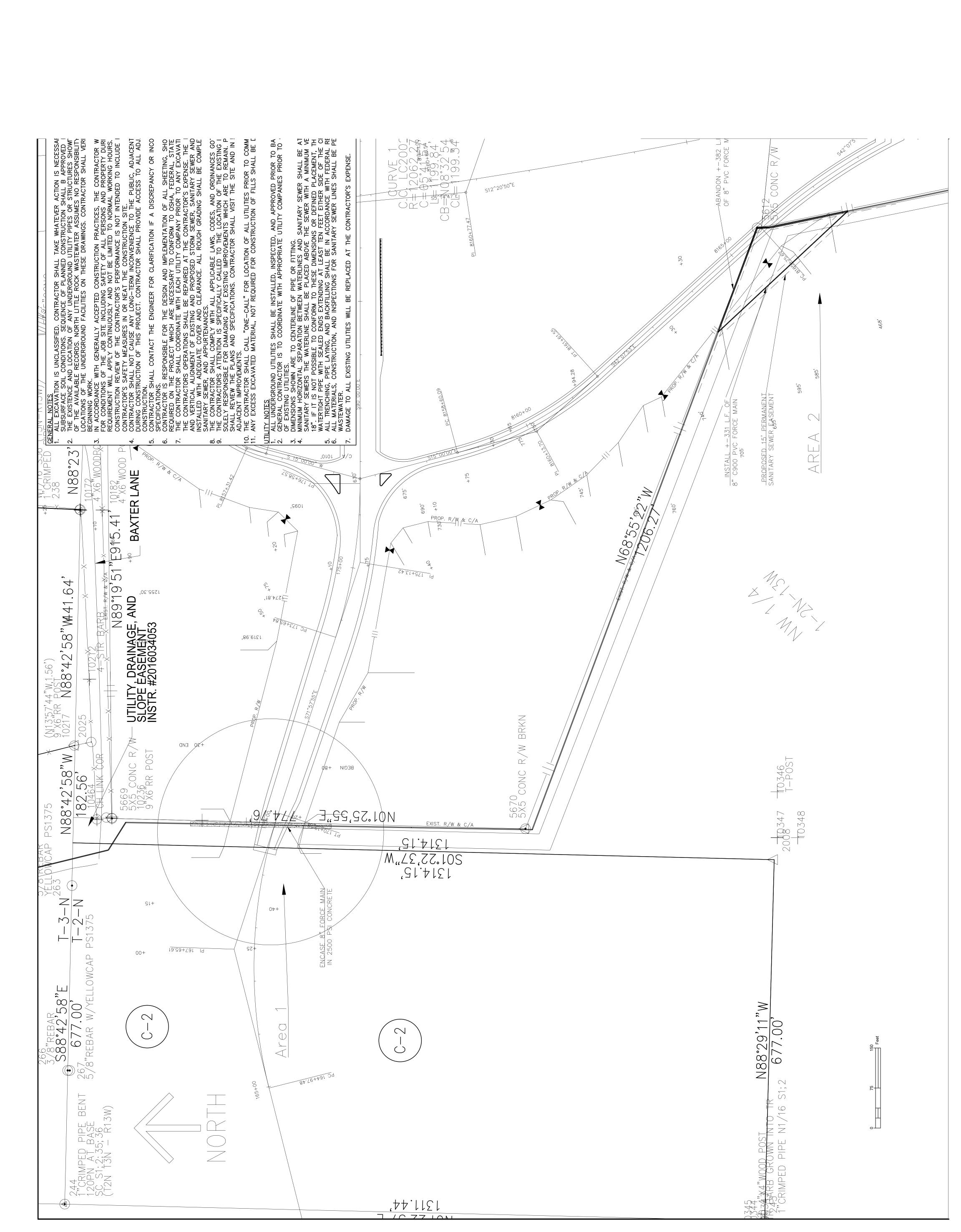
North Little Rock, AR 72117

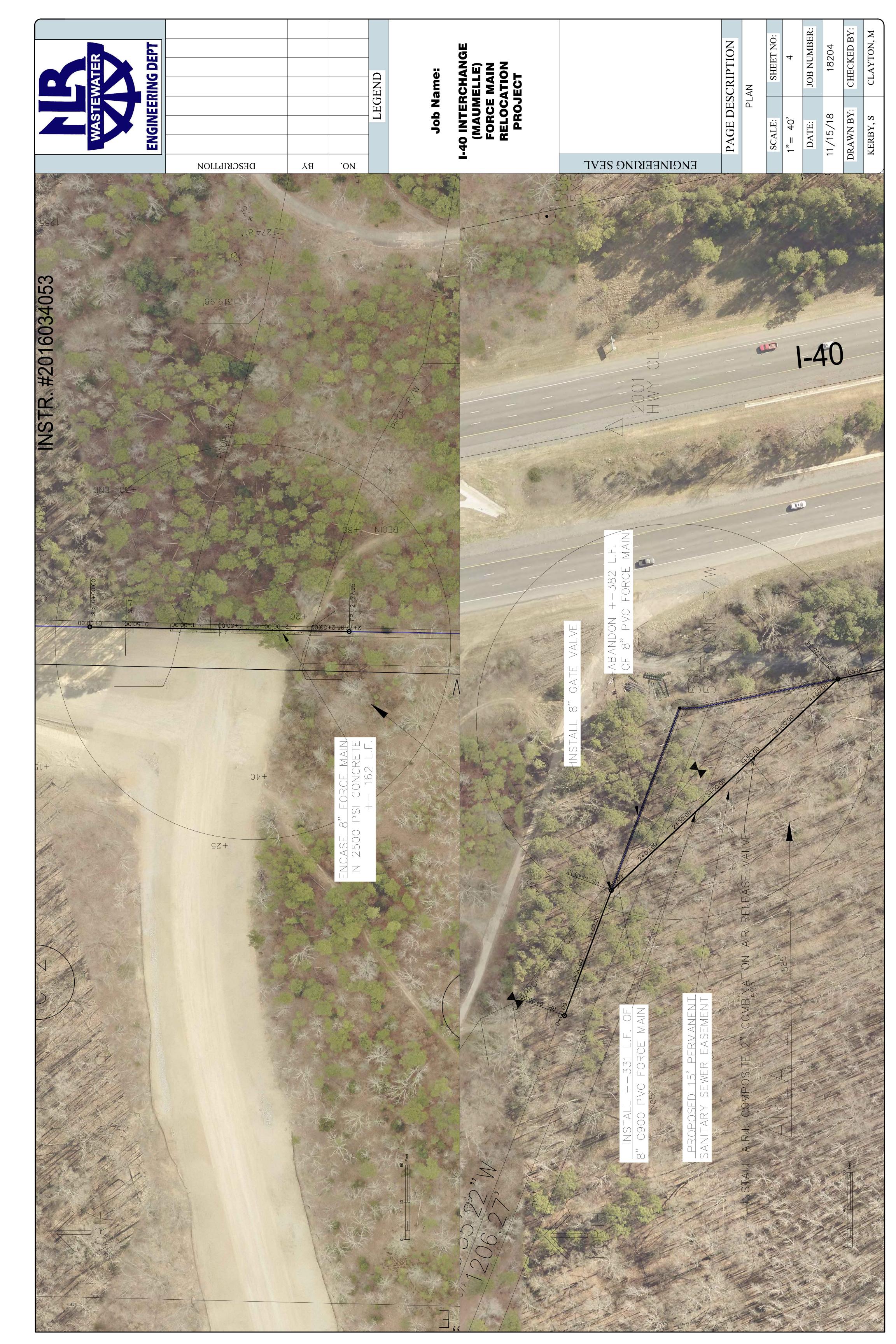
I hereby certify that this is a true and correct copy of bids received on December 19, 2018.

Michael B. Clayton, P.E.

North Little Rock Wastewater

WASTEWATER
ENGINEERING DEPT





LAKEWOOD PIPE BURSTING 2018 REHABILITATION PROJECT

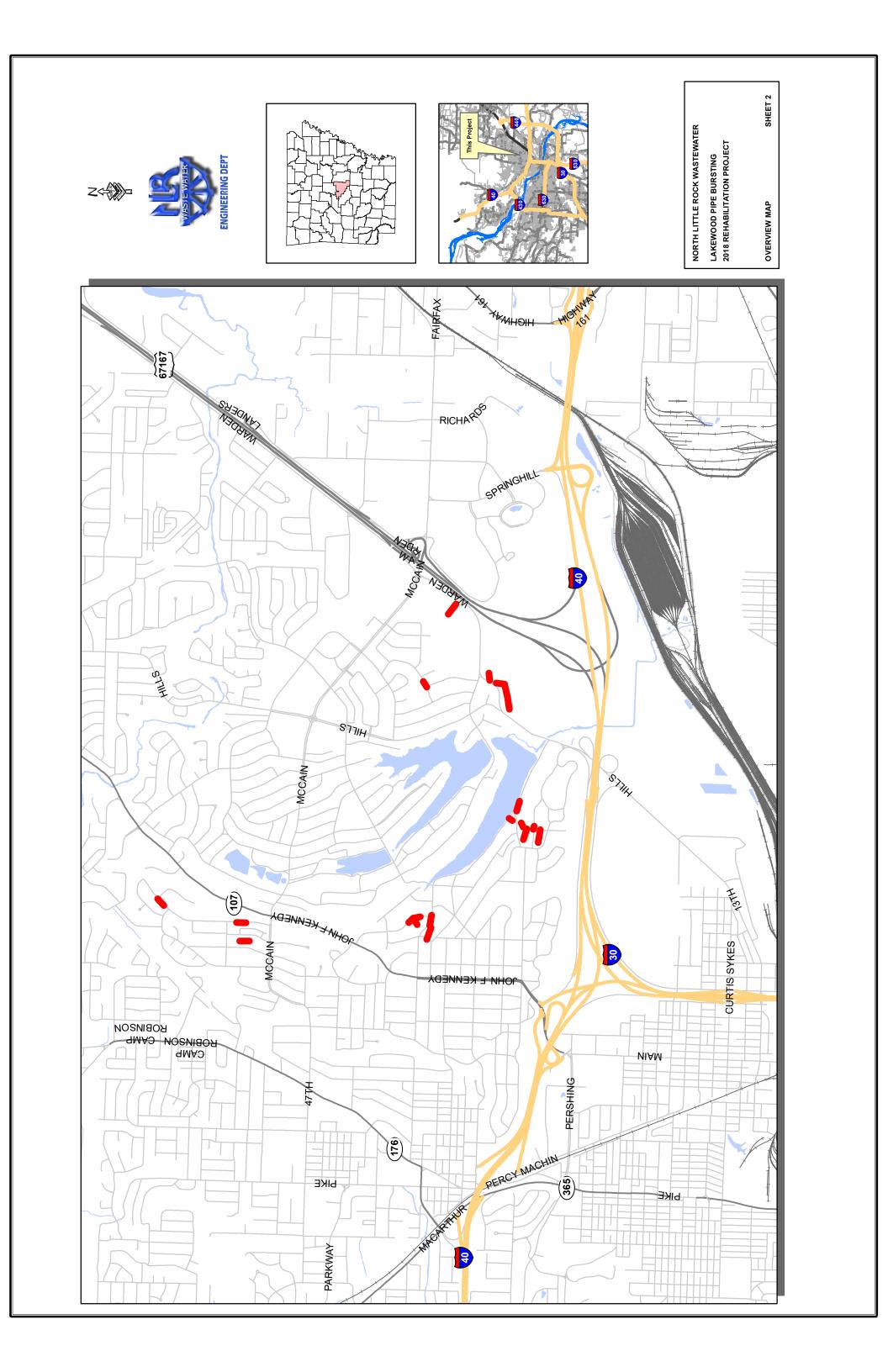
In an effort to expedite the process for completing rehabilitation work in the Lakewood North Hills basin, staff have advertised for bids for pipe bursting rehabilitation for approximately 4,562 lineal feet of existing 6", 8", and 10" gravity sewer lines along with external reconnections of existing service lines. Bids are scheduled to be opened on Monday, January 7, 2019 at 1:00 PM, and a tabulation of bids will be presented for consideration by the Committee on the following day.

The Engineer's estimate for this work is \$365,000 to \$400,000 and is included in the 2019 Budget. Funding for this work will be from general revenues.

ACTION REQUESTED:

| Authorize staff to award the cont | ract for the Lakewood Pipe Burst | ting 2018 Rehabilitation |
|-----------------------------------|----------------------------------|--------------------------|
| Project to | of | |
| , | City | State |
| In the amount of \$ | _ | |





KUBOTA WHEEL LOADER PURCHASE

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 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.

Staff would like to replace the backhoe with a front end loader similar to the unit being used at Faulkner Lake WRF and by 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.

ACTION REQUESTED:

Authorize staff to purchase a new wheel loader through HGAC in the amount of \$61,605.79.



COLLECTIONS SYSTEMS BUILDING ADDITION AND RENOVATIONS

In April 2018, the Committee authorized use of Taggart/Architects of North Little Rock, AR for preliminary design services related to expansion of the collections systems building. The preliminary design phase is complete, and staff wish to continue the work and enter into a contract for architectural services. A copy of the preliminary floor plan is attached for reviews.

In accordance with a 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. A preliminary building layout for replacement of the fire damaged facilities is attached.

An AIA "Standard Form of Agreement Between Owner and Architect" in the amount of eight (8%) percent of the cost of work is proposed for this 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 revenue. The remainder of the cost of construction is expected to occur during calendar year 2020.

ACTION REQUESTED:

Authorize 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.







Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner; (Name, legal status, address and other information)

North Little Rock Wastewater 7400 Baucum Pike North Little Rock, Arkansas 72117

and the Architect: (Name, legal status, address and other information)

Taggart Architects 4500 Burrow Drive North Little Rock, Arkansas 72116 Telephone Number: (501) 758-7443 Fax Number: (501) 753-7309

for the following Project
(Name, location and detailed description)

North Little Rock Wastewater - Collection Systems Building Addition and Renovations North Little Rock, Arkansas

The Owner and Architect agree as follows.

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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To Be Determined

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions, geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To Be Determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- 4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Michael B. Clayton, P.E. 7400 Baucum Pike North Little Rock, Arkansas 72117

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer;

.2 Civil Engineer:

.3 Other, if any.
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

George W. "Bill' Gray, A.I.A. Taggart Architects 4500 Burrow Drive North Little Rock, Arkansas 72116 Telephone Number (501) 758-7443 Fax Number (501) 753-7309

Email Address: gray@taggarch com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer.

2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

- § 1.1.12 Other Initial Information on which the Agreement is based:
- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 Commercial General Liability with policy limits of not less than Dollars and Zero Cents (\$ 1.00) for each occurrence and Dollars and Zero Cents (\$ 3.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Dollars and Zero Cents (\$ 1.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages

required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars and Zero Cents (\$ 100.00) each accident, One Hundred Thousand Dollars and Zero Cents (\$ 100.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500.00) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Dollars and Zero Cents (\$ 2.00) per claim and Dollars and Zero Cents (\$ 2.00) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals, (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any, and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
 - .1 facilitating the distribution of Bidding Documents to prospective bidders;
 - 2 organizing and conducting a pre-bid conference for prospective bidders;
 - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

- § 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
 - .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
 - 2 organizing and participating in selection interviews with prospective contractors;
 - .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
 - A participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- A issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Responsibility (Architect, Owner, or not provided) |
|--|
| Included |
| |
| |
| Included |
| Included |
| |

| § 4.1.1.6 Building Information Model management responsibilities | |
|--|----------|
| § 4.1.1.7 Development of Building Information Models for post construction use | |
| § 4.1.1.8 Civil engineering | Included |
| § 4.1.1.9 Landscape design | Included |
| § 4.1.1.10 Architectural interior design | |
| § 4.1.1.11 Value analysis | |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | |
| § 4.1.1.13 On-site project representation | |
| § 4.1.1.14 Conformed documents for construction | Included |
| § 4.1.1.16 As-designed record drawings | |
| § 4.1.1.16 As-constructed record drawings | |
| § 4.1.1.17 Post-occupancy evaluation | |
| § 4.1.1.18 Facility support services | |
| § 4.1.1.19 Tenant-related services | |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | |
| § 4.1.1.21 Telecommunications/data design | |
| § 4.1.1.22 Security evaluation and planning | |
| § 4.1.1.23 Commissioning | |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | |
| § 4.1.1.25 Fast-track design services | |
| § 4.1.1.26 Multiple bid packages | |
| § 4.1.1.27 Historic preservation | |
| § 4,1.1.28 Furniture, furnishings, and equipment design | |
| § 4.1.1.29 Other services provided by specialty Consultants | |
| § 4.1.1.30 Other Supplemental Services | |
| | |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2,2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM_2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or.
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
 - .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect:
 - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 Two (2) visits to the site by the Architect during construction
 - .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

- .4 Two (2) inspections for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships; flexibility; expandability, special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written 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 other 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.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include 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.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 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.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

 (Check the appropriate box.)

| [| x] | Arbitration pursuant to Section 8.3 of this Agreement |
|---|-----|---|
|] |] | Litigation in a court of competent jurisdiction |
| ī | 1 | Other: (Specify) |

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- 1 Termination Fee:
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect 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, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs Deleted)

Taggart Architects shall provide the services described above for a percentage fee of Eight (8%) Percent of the Cost of Work as calculated in accordance with Section 11.6. (Paragraph Deleted)

In addition, Taggart Architects will credit the schematic design fee of \$7000 previously agreed to from this percentage fee.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly at the following Rates: \

Principal

\$225.00 \$190.00

Designer \$190 Senior Project Manager

\$175.00

Project Manager

\$125.00

Intern

\$ 95.00

Interior Designer CAD/BIM Technician \$ 95.00 \$ 65.00

Specification Technician

\$ 65.00

Administrative Staff

\$ 45.00

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| Schematic Design Phase | Twenty | percent (| 20 | %) |
|------------------------------|-------------|-----------|-----|----|
| Design Development Phase | Fifteen | percent (| 15 | %) |
| Construction Documents Phase | Forty | percent (| 40 | %) |
| Procurement Phase | Five | percent (| 5 | %) |
| Construction Phase | Twenty | percent (| 20 | %) |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly Rates:

| Employee or Category | Rate (\$0.00) |
|--------------------------|---------------|
| Principal | \$225.00 |
| Designer | \$190.00 |
| Senior Project Manager | \$175.00 |
| Project Manager | \$125.00 |
| Intern | \$ 95.00 |
| Interior Designer | \$ 95.00 |
| CAD / BIM Technician | \$ 65.00 |
| Specification Technician | \$ 65.00 |
| Administrative Staff | \$ 45.00 |

§ 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, and standard form documents;
 - .5 Postage, handling, and delivery;
 - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
 - .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
 - All taxes levied on professional services and on reimbursable expenses;
 - .10 Site office expenses:
 - .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
 - .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.
- § 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Paragraph Deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

Init.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) 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 Architect.

(Insert rate of monthly or annual interest agreed upon.)

% monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

12.1 STANDARD OF CARE 12.1.1 The Architect shall provide it services in accordance with accepted standards for architects providing services related to project of similar size and scope, and in the general geographic area of the Project. The Owner and the Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement, and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship.

12.2 TRANSFER OF ELECTRONIC DRAWING FILES.

12.2.1 If requested by the Owner, the Architect shall provide one copy of the Project Record Documents in electronic form, (i) to the Owner for purposes of reference and facility management only. (Reference Used; or (ii) to third parties to use as backgrounds only for submittals or drawings prepared by such third parties, (Background Uses). The Owner understands and acknowledges that after the Project Record Documents are provided they can deteriorate undetected, can be modified without the Architect's knowledge or participation, and may not be readable by the Owner or by third parties, or the Project Record Documents may be modified by the Architect after the Project Record Documents are provided pursuant to this paragraph, any of which circumstances could cause damage or loss to the Owner. The Owner acknowledges that the use of the Project Record Documents by the Owner or Owner's contractors will save the Owner considerable time and expense in the coordination and management of the Project, which represents good and valuable considerations for the following release and indemnification agreement THEREFORE FOR AND IN CONSIDERATION OF THE ARCHITECT'S AGREEMENT TO PROVIDE THI.S SERVICE TO DELIVER THE PROJECT RECORD DOCUMENTS AS DESCRIBED IN THIS PARAGRAPH, THE OWNER AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ARCHITECT AND ITS CONSULT ANTS, CALLED THE INDEMNITEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, LIABILITIES, LOSSES, DAMAGES, COSTS, EXPENSES, EXPERT WITNESS FEES AND REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE, MODIFICATION, OR INTERPRETATION OF THE PROJECT RECORD ORA WINGS PROVIDED BY THE INDEMNITEES FOR THE PROJECT PURSUANT TO THIS PARAGRAPH, ON A COMPARATIVE FAULT BASIS WITH REGARD TO THE REFERENCED USES, AND WITH REGARD TO THE BACKGROUND USED. THE OWNER ACKNOWLEDGES THAT THIS SERVICE SHALL NOT CONSTITUTE A SALE OF GOODS; AND, THE ARCHITECT MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IN CONNECTION WITH THE SERVICE OF PROVIDING THE PROJECT RECORD DOCUMENTS, OR THAT THE PROJECT RECORD DOCUMENTS WILL BE USABLE OR ACCURATE, WHICH WARRANTIES, AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED. THE OWNER ACKNOWLEDGES THAT THIS INDEMNITY AGREEMENT IS CONSPICUOUS, AND THE INDEMNIFICATION APPLIES TO THE USE OF THE PROJECT RECORD DOCUMENTS FOR THIS PROJECT, ADDITIONS TO PROJECT, OR COMPLETION OF THIS PROJECT BY OTHERS. The Architect

shall provide additional copies of the Project Record Documents, if requested by the Owner, upon payment to the Architect of a service fee in the amount of fifty dollars (\$50.00) per sheet.

12.3 OWNER DIRECTED REVISIONS

12.3.I In the event that the Owner chooses to accept, and directs the Architect to make revisions to the Construction Documents to include value engineering, value reduction, or material substitutions proposals made by the Contractor, Owner's consultants, or others, and the Architect does not recommend acceptance of such proposed revisions, the Owner shall RELEASE, INDEMNIFY, AND DEFEND THE ARCHITECT AND ITS CONSULTANTS, ALL INDEMNITEES, FROM AND AGAINST ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND ATTORNEY'S FEES CALLED DAMAGES, ARISING FROM SUCH REVISIONS TO THE CONSTRUCTION DOCUMENTS.

12.4 DESIGN CONTINGENCY.

12.4.1 The Owner understands and acknowledges that although the Instruments of Service shall be prepared within the Standard of Care stated in paragraph 12.1 of this Agreement, the Contractor may require additional information from the Architect to clarify and coordinate the design intent shown in the Construction Documents that result in increases in the Construction Cost. Therefore, the Owner agrees to include a contingency of Five Percent (5%) in the Owner's construction budget to pay for construction costs arising from such issues and TO RELEASE THE ARCHITECT FROM LIABILITY FOR DAMAGES ARISING FROM RELATED INCREASES IN THE PROJECT CONSTRUCTION COST. For the purposes of this Paragraph, Damages are defined as the cost of construction relative to the Project added by Change Order that is more than the cost would have been if the cost would have been in the information or that construction had been included in the original Construction Documents.

12.5 HAZARDOUS MATERIALS 12.5.1 It is acknowledged by both parties that the Architect's scope of services does not include any services related to detection, reporting, permitting, analysis, or abatement of asbestos or hazardous or toxic materials and organisms. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Architect's services, the architect may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the Project until the Owner retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and organisms and warrant that the jobsite is in full compliance with applicable laws and regulations.

12.6 PARTIAL INVALIDITY J 2.6. I Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. In the event any term or condition of this Agreement is found by a court of competent jurisdictions to be void or unenforceable, it shall be invalid only to the extent of such invalidity without invalidating the remaining parts of the Agreement, which shall be enforceable to the greatest extent under applicable law.

12.7 ACCELERATED PROJECT DELIVERY ADVISORY AND ACKNOWLEDGEMENT 12.7.1 In the event the Owner chooses to take advantage of the potential time and cost savings benefits of an accelerated project delivery process, the Owner acknowledges that it has been advised that such a process will affect he Project. Some of the effects of an accelerated project delivery process include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents per permitting, bidding, and construction purposes in order to maintain a fast track or accelerated schedule, or the actual progress of the Work of the Contractor. The Owner acknowledges that it has been advised that the Project, if developed on an accelerated project delivery basis, may required associated coordination, design, and redesign of pa.ts of the Project after Construction Documents are issued and the Construction Contract is executed, and may require removal of work-in-place, all of which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Tllerefore, the Owner acknowledges and understands that Change Orders arising from the accelerated project delivery process should be expected as part of, and related to, this process, and the Owner understands the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from this process and agrees to include such contingencies in the Project construction budget commensurate with industry standards for projects of similar scope and quality of this Project.

ARTICLE 13 SCOPE OF THE AGREEMENT.

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101TM_2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203[™]-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

| .3 Exhibits. (Check the appropriate box for any exhibits incorporated into this Agreement.) [] AIA Document E204™—2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.) | |
|---|------------|
| | |
| | |
| Other Exhibits incorporated into this Agreement: (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of identified as exhibits in Section 4.1.2.) | f services |
| dentified as exhibits in Section 4.1.2.) | |

A Other documents.
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

ARCHITECT (Signature)

George W. "Bill' Gray, A.I.A.,

(Printed name and title)

(Printed name, title, and license number, if required)

WEST LEVY/212 SID BASINS CIPP 2016 REHABILITATION PROJECT CHANGE ORDER #3 (LOWER RIVERSIDE INTERCEPTOR 54" ASSESSMENT)

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.

Several large chunks of concrete and/or brick are depicted in the photos below.

Specialized equipment and methods are available for internal inspection of large diameter pipelines, and Staff recommend 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 (16,758 LF).

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 Rehabilitation Project.









54" Lower Riverside Interceptor Assessment

| Segment Number | Linename | Diameter | Length |
|----------------|---------------|----------|--------|
| 1 | 100123-100124 | 54 | 536 |
| 2 | 100124-100125 | 54 | 543 |
| 3 | 100125-100126 | 54 | 459 |
| 4 | 100126-100127 | 54 | 749 |
| 5 | 100127-100128 | 54 | 726 |
| 6 | 100128-100129 | 54 | 640 |
| 7 | 100129-100130 | 54 | 580 |
| 8 | 100130-100131 | 54 | 533 |
| 9 | 100131-100132 | 54 | 587 |
| 10 | 100132-100133 | 54 | 605 |
| 11 | 100133-100134 | 54 | 605 |
| 12 | 100134-100135 | 54 | 280 |
| 13 | 100135-100136 | 54 | 320 |
| 14 | 100136-100137 | 54 | 646 |
| 15 | 100137-100138 | 54 | 402 |
| 16 | 100138-100139 | 54 | 935 |
| 17 | 100139-100140 | 54 | 725 |
| 18 | 100140-100141 | 54 | 689 |
| 19 | 100141-100142 | 54 | 680 |
| 20 | 100142-100143 | 54 | 596 |
| 21 | 100143-100144 | 54 | 578 |
| 22 | 100144-100145 | 54 | 548 |
| 23 | 100145-100146 | 54 | 717 |
| 24 | 100146-100147 | 54 | 727 |
| 25 | 100147-100148 | 54 | 623 |
| 26 | 100148-100149 | 54 | 752 |
| 27 | 100149-100150 | 54 | 693 |
| 28 | 100150-105748 | 54 | 284 |
| | | Total | 16,758 |

The estimated cost for this change order is \$169,614.70 which will be funded through our 2016 Revolving Loan Fund Loan.

ACTION:

Authorize 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.





1103 Postwood Dr. Corinth, TX 76210 www.insituform.com Name: Tim Peterie Phone: 214-317-0950 Fax: 940-498-0265 Email: tpeterie@insituform.com

January 2, 2019 ACES#: AAJA-UFQTXQ

Mr. Michael Clayton, PE North Little Rock Wastewater 7400 Baucum Pike North Little Rock, AR 72117

Project Name: West Levy/212 Basins CIPP Rehabilitation Project

RE: Change Order Request #3 – Riverside 54" Multi-Sensor Inspection (MSI)

Mr. Clayton:

As discussed with our Project Manager, I am providing you with the following change request to the above current contract to complete a multi-sensor inspection of the Riverside 54" sanitary sewer per the information provided, to include Spec Section 02764 for Pipeline Sonar, Laser, and Television Inspection (modified for 54" pipe sizes). It should be noted that manhole access, clearing, rock road, restoration, coordination with property owners, and water cost are all excluded from the below pricing. All other Terms & Conditions from the original contract agreement will remain unchanged.

PROPOSAL PRICING

| PAY ITEM NO. | DESCRIPTION | APPROX QTY | U/M | UNIT PRICE | ESTIMATED AMOUNT |
|--------------------|----------------------------------|---------------|-----|---------------|---------------------|
| 1 | Mobilization | 1 | EA | \$3,950.00 | \$3,950.00 |
| 2 | MSI (CCTV/Sonar/Laser) 54" Sewer | 16,758 | LF | \$9.65 | \$161,714.70 |
| 3 | De-Mobilization | 1 | EA | \$3,950.00 | \$3,950.00 |
| | | TOTAL | | | \$169,614.70 |

It should be noted that the quantity quoted is only estimated based on the information provided. Actual quantities could vary and will dictate final billing.

| Accepted By: | Date | · · |
|---------------|------|--------|
| | | |
| Respectfully, | | |

7imothy R. Peterie

Timothy R. Peterie Business Development Manager Insituform Technologies, LLC

CC: Todd Hester

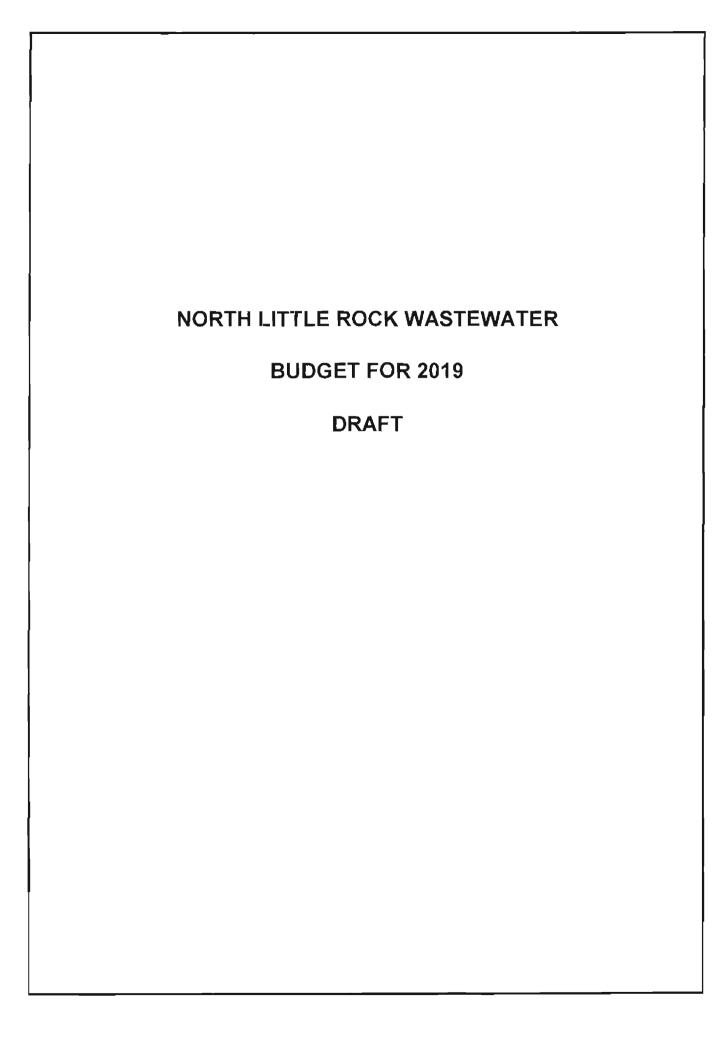
(11)

BUDGET FOR 2019

ACTION REQUESTED:

Approve the 2019 budget.







NORTH LITTLE ROCK WASTEWATER UTILITY

Memo

From: Gina

Date: 1/2/2019

Re: Updated 2019 Budget

I made the following changes to the draft budget which was presented during the commission meeting on 12/11/18.

On page 4, the labor expense was updated based on the employees as of 12/31/18 using a 2.8% cost of living increase instead of a 2%.

Om page 8, the cash balance as of 1/1/19, is the actual unrestricted balance as of 12/31/18.

North Little Rock Wastewater Income Statement Budget For 2019

| Operating Revenue | | | | |
|--|------|------------|------|------------|
| Residential & Commercial Charges-NLR | \$ | 17,363,300 | | |
| Residential & Commercial Charges-Maumelle | \$ | 3,336,100 | | |
| Industry Charges | \$ | 2,547,400 | | |
| Sherwood Treatment Charge | \$ | 520,000 | | |
| Customer Service-Other Districts Charge | \$ | 52,500 | | |
| Permit, Inspection & Plan Review Charges | \$ | 55,200 | | |
| Total Operating Revenue | | | \$ 2 | 23,874,500 |
| Operating Expenses | | | | |
| Collection Systems Department | \$ | 3,844,800 | | |
| Engineering Department | \$ | 848,200 | | |
| Treatment Department | \$ | 5,860,400 | | |
| Administration Department | \$ | 1,888,100 | | |
| Depreciation-Non Vehicle | | 4,149,800 | | |
| Pension | \$ | 805,200 | | |
| Computerized Maintenance Management System | \$ | 150,000 | | |
| GASB 45 OPEB Obligation | \$ | 30,000 | | |
| Emergency Repairs | \$ | 1,000,000 | | |
| Damages to Customer Property | \$ | 100,000 | | |
| | | | • | |
| Total Operating Expenses | | | \$ 1 | 8,676,500 |
| Operating Income | | | \$ | 5,198,000 |
| Non-Operating Income | | | | |
| Interest Income | _\$_ | 140,600 | | |
| Total Non-Operating Income | | | \$ | 140,600 |
| Non-Operating Expenses | | | | |
| Interest Expense | _\$_ | 1,196,000 | | |
| Total Non-Operating Expenses | | | \$ | 1,196,000 |
| Net Income | | | \$ | 4,142,600 |

PAGE 2

North Little Rock Wastewater Operating Revenue for 2019

| NLR-Inside Service Charges | \$ 13,953,700 |
|---|------------------|
| NLR-Outside Service Charges | \$ 3,119,800 |
| Maumelle Service Charges | \$ 3,302,500 |
| Treatment Charge-Sherwood | \$ 520,000 |
| Customer Service-Other Districts Charge | \$ 52,500 |
| Industry Service Charges | \$ 2,136,700 |
| Industry Surcharge/Penalty Charges | \$ 400,600 |
| Industry Late Fee Charges | \$ 10,100 |
| Res. & Com. Late Fee Charges | \$ 323,400 |
| Connection Permits Charges | \$ 39,300 |
| Tap & Street Cut Permit Charges | \$ 9,300 |
| Review Plans & Specifications | \$ 6,600 |
| | |

\$ 23,874,500

North Little Rock Wastewater Total Operating Expenses Budget for 2019

| | LABOR | | OTHER | TOTAL |
|--|-----------------|-----|------------|------------------|
| Walking Crew | \$ 54,900 | \$ | 3,900 | \$ 58,800 |
| Trouble Crew | \$ 92,100 | \$ | 30,000 | \$ 122,100 |
| Manhole Crew | \$ 89,800 | \$ | 35,000 | \$ 124,800 |
| Power Drive Crew | \$ 84,900 | \$ | 7,500 | \$ 92,400 |
| Television Crew #1 | \$ 66,800 | \$ | 78,500 | \$ 145,300 |
| Television Crew #2 | \$ 66,700 | \$ | 70,800 | \$ 137,500 |
| General Collection Systems Dept. | \$ 596,200 | \$ | 915,700 | \$ 1,511,900 |
| Repair Crew #1 | \$ 101,600 | \$ | 163,200 | \$ 264,800 |
| Repair Crew #2 | \$ 100,500 | \$ | 108,800 | \$ 209,300 |
| Repair Crew #3 | \$ 97,300 | \$ | 154,500 | \$ 251,800 |
| Repair Crew #4 | \$ 79,400 | \$ | 77,000 | \$ 156,400 |
| Power Rodding Crew-#1 | \$ 60,400 | \$ | 9,400 | \$ 69,800 |
| Vac-con Crew #1 | \$ 83,600 | \$ | 105,100 | \$ 188,700 |
| Vac-con Crew #2 | \$ 65,800 | \$ | 106,400 | \$ 172,200 |
| Vac-con Crew #3 | \$ 61,100 | \$ | 115,400 | \$ 176,500 |
| Vac-con Crew #5 | \$ 64,600 | \$ | 97,900 | \$ 162,500 |
| Survey Department | \$ 57,700 | \$ | 5,000 | \$ 62,700 |
| Location Work | \$ 31,800 | \$ | 19,000 | \$ 50,800 |
| Engineering-Office | \$ 312,700 | \$ | 26,600 | \$ 339,300 |
| General Engineering Department | \$ 93,800 | \$ | 301,600 | \$ 395,400 |
| Pretreatment Department | \$ 203,100 | \$ | 42,800 | \$ 245,900 |
| Treatment Department | \$ 1,708,200 | \$ | 3,291,200 | \$ 4,999,400 |
| Pump Station Department | \$ 230,700 | \$ | 384,400 | \$ 615,100 |
| Customer Service/Billing Department | \$ 153,800 | \$ | 647,100 | \$ 800,900 |
| Administration Department | \$ 745,300 | \$ | 341,900 | \$ 1,087,200 |
| Computerized Maintenance Management System | \$ - | \$ | 150,000 | \$ 150,000 |
| Damages to Customer Property | \$ - | \$ | 100,000 | \$ 100,000 |
| Depreciation-Non Vehicle | \$ - | \$ | 4,149,800 | \$ 4,149,800 |
| Pension | \$ - | \$ | 805,200 | \$ 805,200 |
| GASB 45-OPEB Obligation | \$ - | \$ | 30,000 | \$ 30,000 |
| Emergency Repairs | \$ | _\$ | 1,000,000 | \$ 1,000,000 |
| | \$ 5,302,800 | \$ | 13,373,700 | \$ 18,676,500 |

North Little Rock Wastewater Labor Expense Budget for 2019

| | \$ | 5,302,800 |
|-------------------------------------|----------|------------------|
| | | |
| Administrative Realignment | \$ | 34,800 |
| Incentive/Merit Program | \$ | 8,000 |
| 30 Year Bonus | \$ | 3,000 |
| Longevity Pay | \$ | 66,700 |
| Payroll Taxes-Admin | \$ | 62,000 |
| Administration Department | \$ | 570,800 |
| Customer Service/Billing Department | \$ | 153,800 |
| Pump Station Department | \$ | 230,700 |
| Payroll Taxes-Treatment | \$ | 148,000 |
| Treatment Department | \$ | 1,560,200 |
| Pretreatment Department | \$ | 203,100 |
| Payroll Taxes-Engineering | \$ | 34,300 |
| General Engineering Department | \$ | 59,500 |
| Engineering-Office | \$ | 312,700 |
| Location Work | \$ | 31,800 |
| Survey Department | \$ | 57,700 |
| Vac-con Crew #5 | \$ | 64,600 |
| Vac-con Crew #3 | \$ | 61,100 |
| Vac-con Crew #2 | \$ | 65,800 |
| Vac-con Crew #1 | \$ | 83,600 |
| Power Rodding Crew-#1 | \$ | 60,400 |
| Repair Crew #4 | \$ | 79,400 |
| Repair Crew #3 | \$ | 97,300 |
| Repair Crew #2 | \$ | 100,500 |
| Repair Crew #1 | \$ | 101,600 |
| Payroll Taxes-Collection Systems | \$ | 122,000 |
| General Collection Systems Dept. | \$ | 474,200 |
| Television Crew #2 | \$ | 66,700 |
| Television Crew #1 | \$ | 66,800 |
| Power Drive Crew | \$ | 84,900 |
| Manhole Crew | \$ | 89,800 |
| Walking Crew Trouble Crew | \$ \$ | 54,900 92,100 |

Note: Includes a \$1,000 per employee catch up increase plus a 2.8% cost of living increase.

Also includes 11 unfilled positions.

| | | PAGE 5 |
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| | | |
| North Little Rock Wastewater | | |
| Other Operating Expenses | | |
| Budget for 2019 | | |
| Walking Crew | \$ 3,900 | |
| Trouble Crew | \$ • | |
| Manhole Crew | \$ | |
| Power Drive Crew | \$ = | |
| Television Crew #1 | \$ | |
| Television Crew #2 | \$ | |
| General Collection Systems Dept. | \$ | |
| Repair Crew #1 | \$ 163,200 | |
| Repair Crew #2 | \$ | |
| Repair Crew #3 | \$ 154,500 | |
| Repair Crew #4 | \$ · · | |
| Power Rodding Crew #1 | \$ 9,400 | |
| Vac-Con Crew #1 | \$ 105,100 | |
| Vac-Con Crew #2 | \$ 106,400 | |
| Vac-Con Crew #3 | \$ 115,400 | |
| Vac-Con Crew #5 | \$ 97,900 | |
| Survey Crew | \$ 5,000 | |
| Location Work | \$ 19,000 | |
| Engineering-Office | \$ 26,600 | |
| General Engineering Dept. | \$ 301,600 | |
| Pretreatment Dept. | \$ 42,800 | |
| Treatment Dept. | \$ 3,291,200 | |
| Pump Station Dept. | \$ 384,400 | |
| Billing/Customer Service Dept. | \$ 647,100 | |
| Administrative Dept. | \$ 341,900 | |
| Computerized Maintenance Management System | \$ 150,000 | |
| Damages to Customer Property | \$ 100,000 | |
| Depreciation-Non Vehicle | \$ 4,149,800 | |
| Pension | \$ 805,200 | |
| GASB 45 OPEB Obligation | \$ 30,000 | |
| Emergency Repairs | \$ 1,000,000 | |
| | \$ 13,373,700 | |

| \mathbf{D} | <i>(</i> | 6 |
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| | | |

North Little Rock Wastewater Non-Operating Revenue for 2019

| Interest Income-Securities | \$ 128,000 |
|-------------------------------|---------------|
| Interest Income-Checking | \$ 7,300 |
| Interest Income-Notes | \$ 5,300 |
| Pump Station Maintenance Fees | \$ |
| | |
| | \$ 140,600 |

| North Little Rock Wastewater Non-Operating Expense Budget for 2019 | | | PAGE 7 |
|---|----------------|-------------------------------|--------|
| nterest on Debt-Series 2001 nterest on Debt-Series 2008 nterest on Debt-Series 2012 | \$ \$ \$ | 103,300 266,000 452,700 | |
| nterest on Debt-Series 2016 | \$ | 374,000 | |
| | \$ | 1,196,000 | |
| | | | |
| | | | |

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| North Little Rock Wastewater Projected Cash Flow Budget for 2019 | |
| Cash & Certificate of Deposit Balance as of 1/1/19 | \$ 10,835,400 |
| Add Budgeted 2019 Net Income | \$ 4,142,600 |
| Add Budgeted 2019 Depreciation | \$ 4,149,800 |
| Add Budgeted 2019 Bio-Solid Reserve | \$ 244,500 |
| Add Budgeted 2019 GASB 45 Reserve | \$ 30,000 |
| Less 2019 Principal Payments on Loans | \$ (2,107,500) |
| Less Purchase of 2019 Capital Additions-(Assuming all is needed) | \$ (2,606,400) |
| Less 2019 Major Construction Projects | \$ (20,618,000) |
| Add Anticipated Draws from ADFA | \$ 12,841,500 |
| Projected Cash & Certificate of Deposit Balance as of 12/31/19 | \$ 6,911,900 |

| | _ | | | PAGE 9 |
|---|----------|------------------|----|---------|
| North Little Rock Wastewater | | | | |
| List of Capital Additions | | | | |
| Budget for 2019 | | | | |
| Callection Contours Descriptions | | | | |
| Collection Systems Department 12 Yard Dump Truck-Add to Fleet | ¢ | 175,000 | | |
| Replace 5 Ton Single Axle Dump Truck (#111) | \$ \$ | 155,000 | | |
| Grout Machine-Replacement | \$ | 93,000 | | |
| Replace Older Mid Size Trackhoe | \$ | 90,000 | | |
| Wheel Loader for Drying Beds | \$ | 65,000 | | |
| 2-1 Ton Pickup-Replacements-Repair Crews | \$ | 60,000 | | |
| Generator for Vaccon & TV Van Building | \$ | 38,000 | | |
| Forklift Replacement | \$ | 35,000 | | |
| SL Rat | \$ | 26,000 | | |
| 1/2 Ton Pickup-Replacement | \$ | 25,000 | | |
| 4-Schoenstatt Locators-(For Various Crews) | \$ | 20,000 | | |
| Utility Beds for 1 Ton Pickups | \$ | 16,000 | | |
| 2-Pan Compactors Replacements | \$ | 12,000 | | |
| TX 361-1, WRT 3 Transporter 6" | \$ | 9,500 | | |
| SS-20 Self Propelled Saw | \$ | 7,500 | | |
| Pipe Saw | \$ \$ | 5,000 4,000 | | |
| Tap Machine-Replacement WM 320 Manual Lift | \$ | 3,200 | | |
| VVIVI 320 IVIAITUAI EIIL | | 5,200 | • | • |
| | | | \$ | 839,200 |
| Engineering Department | | | • | ., |
| Engineering Software Purchases (InfroMaster, Civil 3D, Flowlink, etc.) | \$ | 62,000 | | |
| Flow Meters/Rain Gauges & Calibration Equipment | \$ | 45,000 | | |
| Total Station, Pin Finder & Other Survey Related Equipment | \$ | 29,000 | | |
| 1/2 Ton Extended Cab Pickup-Replacement | \$ | 25,000 | | |
| GPS Equipment Upgrades | \$ | 20,000 | | |
| TV Server Upgrades | \$ | 20,000 | | |
| Office Partitions/Office Furniture | \$ | 8,200 | | |
| Pagis Projects | \$ \$ | 8,000 | | |
| Geodatabase Modifications | • | 7,500 | | |
| Commercial Reprographics Laptop Computers and Accessories | \$ \$ | 5,000 4,500 | | |
| Laptop Computers and Accessories | _Ψ | | \$ | 234,200 |
| Treatment Department | | | Ψ | 204,200 |
| Clarifier Weir Covers for Faulkner | \$ | 350,000 | | |
| Larger Aerators for White Oak | \$ | 100,000 | | |
| Pump Replacements for any Station | \$ | 150,000 | | |
| Maumelle Equipment-Various | \$ | 80,000 | | |
| SCADA Updates-Pump Stations | \$ | 80,000 | | |
| Wheel Loader for Maumelle-Sludge | \$ | 70,000 | | |
| SCADA Improvements at plants | \$ | 15,000 | | |
| Two 40HP Aerators for Five Mile | \$ | 40,000 | | |
| Maumelle Pump Stations-Chain Link Fences | \$ | 40,000 | | |
| Burns Park West Pump Station Upgrade | \$ | 40,000 | | |
| Four 15 HP Aerators-Replacements | \$ | 40,000 | | |
| Clayton Chapel Pump Station Upgrade | \$ | 35,000 35,000 | | |
| Pine Tree Point Pump Station Upgrade Chlorine Shut Down Actuators for Five Mile & White Oak | \$ \$ | 30,000 | | |
| Blower Building Valve Actuators | \$ \$ | 30,000 | | |
| 4WD Vehicle for Operations | \$ | 28,000 | | |
| SUV for Pretreatment-Replacement | \$ | 28,000 | | |
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| North Little Rock Wastewater | | | |
| List of Capital Additions | | | |
| Budget for 2019 | | | |
| | | | |
| Treatment Department | | | |
| Driveway Upgrades for Two Pump Stations | \$ 20,000 | | |
| Air Flow Meters for Faulkner Aeration Basins | \$ 15,000 | | i |
| ORP Controllers-All Plants | \$ 15,000 | | |
| Dixie Chopper Zero Turn Mower-Replacement-Maumelle | \$ 10,000 | | |
| Two Isco All-Weather Samplers-Replacements | \$ 15,000 | | |
| New Crane for Murphy Drive Pump Station | \$ 13,500 | | |
| 3-Hach DR 1900's-New TRC Limits | \$ 12,000 | | |
| Lab Grade Dishwasher-Replacement (If Needed) | \$ 12,000 | | |
| Chlorine Induction Pump | \$ 10,000 | | |
| Replace Roof-Pump Maintenance Building | \$ 8,000 | | |
| Replace AC Unit on Pump Maintenance Bldg. | \$ 6,000 | | |
| Chlorine Detectors-All Plants-Replacements | \$ 6,000 | | |
| Panel Control Meters-Faulkner Blower Building-Replacement | \$ 6,000 | | |
| Extraction Station-Replacement for Oil & Grease Testing | \$ 6,000 | | |
| 2-Flow Meters for Plants | \$ 6,000 | | |
| 2-Corrosive/Acid Cabinets-Replacements | \$ 4,500 | | |
| Incubator BOD Replacement (If Needed) | \$ 4,500 | | |
| Bench top DO Meter | \$ 4,000 | | |
| Lab TSS Oven Replacement (If Needed) | \$ 3,000 | | |
| Ammonia Meter Replacement (If Needed) | \$ 3,000 | | |
| Plasma Cutter | \$ 2,500 | | ĺ |
| | · | | |
| | | \$ 1. | 373,000 |
| | | | |
| Administration Department | | | |
| Computer Equipment/Software-For Entire Utility | \$ 100,000 | | |
| Roof Replacement-Administration Building | \$ 35,000 | | |
| 1/2 Ton Truck with Crew Cab-Replacement-Inspector | \$ 25,000 | | |
| · | | \$ | 160,000 |
| | | | |
| Total Capital Additions | | \$ 2, | 606,400 |
| | | | |

\$ 35,570,000

| North Little Rock Wastewater Major Construction Projects Budget for 2019 | | | | , ,,, |
|---|-------------------|---|---------------|-------|
| Projects For 2019 South Levy/Indian Hills CIPP and Pipe Bursting Löwer Riverside Interceptor Rehabilitation , Phase 1 West Levy Area CIPP, Pipe Bursting Open Cut Project-Various Areas Lakewood/North Hills-CIPP & Pipe Bursting-Phase 2 Miscellaneous Line Relocations Fort Roots Julian Street-\$125,000 Donovan Briley-\$75,000 Louise Street-\$125,000 Cedar Street-\$125,000 Cedar Street-\$250,000 Urgent/Emergency Relocations-\$300,000 Renovation and Addition for Collection Systems/Engineering Building Sludge Removal Sewer System Evaluation Survey Engineering Design for Maumelle to White Oak Diversion Lakewood/North Hills-CIPP & Pipe Bursting-Phase 1 Generators for 5 to 7 Pump Stations Permanent Flow Metering Stations (4 locations) Bridgeway Pump Statiion Decommissioning Architect Services-Collections System/Engineering Bldg Renovation Ponca Pump Station Force Main Reroute or Demo Old Pump Station | \$ \$ \$ | 6,465,000 4,100,000 2,276,500 1,500,000 1,000,000 875,000 800,000 700,000 630,000 625,000 275,000 200,000 116,000 25,500 | | |
| Projected Future Projects-2020-2021 Equalization Basin for Five Mile Maumelle to White Oak Diversion Lower Riverside Interceptor Rehabilitation, Phase 2 Lower Riverside Interceptor Rehabilitation, Phase 3 Lakewood/North Hills-CIPP & Pipe Bursting-Phase 3 Rose City Area CIPP & Pipe Bursting Maumelle Forcemain Sewer System Evaluation Survey 1440 Forcemain-12" Force Main Lakewood/North Hills-CIPP & Pipe Bursting-Phase 2-Cont. Mcalmont PS Gravity to Eureka 46th PS Odom-Blue Mounting PS Gravity to New Bedford PS Renovation and Addition for Collection Systems/Engineering Building-cont. Equalization Basin for Five Mile-Engineering | * * * * * * * * * | 8,000,000 7,300,000 4,000,000 1,000,000 2,710,000 2,000,000 1,400,000 1,150,000 205,000 205,000 830,000 770,000 | \$ 20,618,000 | = |