



**ROGERS WATERWORKS AND SEWER COMMISSION MEETING AGENDA  
SEPTEMBER 15, 2025  
4:00 PM**

**AGENDA**

**CALL TO ORDER:**

**ACTION ON MINUTES:**

1. August 18, 2025 Water and Sewer Commission Minutes

**REPORTS:**

1. Financial Reports - J. Sigmon
2. Engineering Reports - B. Sartain
3. Rogers Pollution Control Facility Reports - T. Beaver

**OLD BUSINESS:**

**NEW BUSINESS:**

1. Bid Results - S. 4th St. Water & Sewer Replacement - Aaron Short
2. Bid Results - Blossom Way Sewer Main Lining - Aaron Short
3. Bid Results - 2025 RWU Asphalt Rehabilitation - Travis Tripodi
4. Engineering Design Proposal for RPCF Expansion Project - Brian Sartain
5. Engineering Design Amendment for Oak St. Improvements (28th to Promenade) - Brian Sartain
6. Development Participation Proposal for 9th St. Development - Brian Sartain
7. Janitorial Services Contract Award - J. Hoffman

**ADJOURN:**

**Rogers Waterworks and Sewer Commission**  
**August 18, 2025**  
**Minutes**

The Rogers Waterworks and Sewer Commission held its monthly meeting at 4:00 PM, August 18, 2025, at the Rogers Water Utilities Administration Building located at 601 S 2nd Street.

Present were Commissioners Paige Sultemeier, Travis Greene, Kathy McClure, Jene' Huffman-Gilreath and Chairman Jerry Carmichael. Rogers Water Utilities staff present were Jered Sigmon, Johnny Lunsford, Brandon Carnahan, Aaron Short, Jennifer Hoffman, Todd Beaver, Brian Sartain, David Ingram, Debbie Putman and Brent Dobler. Robert Frazier from the Frazier Law Firm and Chris Buntin from HDR were also in attendance.

Chairman Carmichael called the meeting to order at 4:00 PM.

Chairman Carmichael then called for action on the minutes from the July 21, 2025, Water and Sewer Commission meeting. Commissioner McClure made a motion to approve the July 21, 2025, minutes. Commissioner Sultemeier seconded. All in favor, minutes were approved.

Chairman Carmichael then recognized Jered Sigmon to present the financial reports. Billed revenue in the Water department for July 2025 was up 0.3% from July 2024 at \$1,871,895. Water consumption was down 8.1% at 327,571,507 gallons. The Water department reported a net income of \$468,894 for July 2025 and YTD income of \$468,894. The percentage of Fiscal Year Passed is 8%. Water revenues are 8% of budget and expenses are 9% of budget. Capital spend is 5%.

The Sewer department billed revenue for the month of July 2025 is up 16.8% from July 2024 at \$1,827,223. Sewer consumption was up 2.5% at 203,489,802 gallons. The Sewer department reported a net income of \$606,079 and a YTD income of \$606,079. The percentage of Fiscal Year Passed is 8%. Sewer revenues are at 8% of budget and expenses are at 8% of budget. Capital spend is 2%.

Unrestricted cash reserves for July 2025 in Water are \$27,295,863 and in Sewer are \$25,640,885. Restricted funds in Water are \$3,076,368 and in Sewer are \$1,731,834. Total restricted and unrestricted cash reserves are \$57,744,950. This is an increase of \$7,670,673 from July 2024. The 12-month rolling average for lost water is 7%.

Chairman Carmichael then recognized Brian Sartain to present the Engineering Reports. Brian went over the Development Plan Review list and specifically mentioned the RWU Field Ops Facility project, Chestnut Street waterline improvements and that the 2025 sewer smoke testing project had been completed. He then went over the progress of the RPCF Solids Handling Facilities, Ph II project and showed photos of the future dryer components already on site. He then gave the Commission a brief overview of the proposed RWU Field Operations Facility site plan to be located on Oak Street, directly south and across the street from the existing Animal Control Facility.

Chairman Carmichael then recognized Todd Beaver to present the Rogers Pollution Control Facility reports. Todd went over the DMR's, noting that there were no issues. He then briefly discussed the Industrial Pretreatment Activities, and the FOG program. He went over in detail how the Solids Handling Project completion date has been moved up due to the electrical gear being delivered much sooner than originally expected. He elaborated on the VFD failures on

Centrifuge 1 and how the team kept the pumps operating. The plant treated 344.6 MG in July, treating approximately 65 MG of I&I. The average daily flow for the month was 11.1 MGD. These flows included 6.28" of rain over 6 events. The historical average rainfall for July is 4.17".

Chairman Carmichael then recognized Brandon Carnahan. Brandon introduced himself and then began to describe how RWU is addressing an odor issue originating from the Garrett Road Lift Station. He went over how we utilize instruments such as Odaloggers to collect hydrogen sulfide odor data from collection system manholes. Once we have this data, we have several strategies we use to try to remedy any issues. At the Garrett Rd Lift Station for instance, RWU has installed a smaller jockey pump to maintain flow in the force main. This solution has shown a 50% reduction in hydrogen sulfide production, but we still have odors to address. He went over some of the possible solutions and mentioned that RWU always begins with the lower cost solutions and then, if required, proceeds to the more expensive solutions to stay cost effective while keeping the public odors to a minimum.

Chairman Carmichael then recognized Brian Sartain to present the bid results for the Chestnut Street Waterline Improvements. Brian explained that RWU only received one bid for this project, and it was in the amount of \$689,867.73. The engineer's estimate was \$609,035.00. Brian stated that staff recommend rejecting the bid from Garrett X while we investigate other options. Commissioner Huffman-Gilreath made a motion to reject the bid from Garrett X, seconded by Commissioner Greene. All in favor, motion passed.

Chairman Carmichael then recognized Johnny Lunsford to present RESOLUTION 25-28 A RESOLUTION APPROVING THE PURCHASE OF A CERTAIN MOTOR VEHICLE; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES. Johnny informed the Commission that due to this type of vehicle (2025 Ram Promaster 2500 High Roof Cargo Van) not being on the State bid, we located the vehicle at a local dealer at an advantageous price. This vehicle will be used as a leak detection van to replace the old equipment. This is a budgeted item. Commissioner Huffman-Gilreath made a motion to approve RESOLUTION 25-28 A RESOLUTION APPROVING THE PURCHASE OF A CERTAIN MOTOR VEHICLE; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES, seconded by Commissioner McClure. All in favor, Resolution 25-28 passed.

Chairman Carmichael then recognized Johnny Lunsford to present RESOLUTION 25-29 A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN CLOSED-CIRCUIT TELEVISION (CCTV) EQUIPMENT; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES. Johnny informed the Commission that RWU utilizes only Proteus cctv equipment, this Minicam Proteus Lite System is compatible with cctv equipment already in use at RWU. This equipment will be used to inspect sewer collection system piping. This is a budgeted item. Commissioner Huffman-Gilreath made a motion to approve RESOLUTION 25-29 A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN CLOSED-CIRCUIT TELEVISION (CCTV) EQUIPMENT; AUTHORIZING EXPENDITURE OF FUNDS FOR THE PURCHASE; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES, seconded by Commissioner McClure. All in favor, Resolution 25-29 passed.

With no further business, Chairman Carmichael called for a motion to adjourn. Commissioner McClure made a motion to adjourn, seconded by Commissioner Sultemeier. The meeting was adjourned at 4:51PM.

Respectfully submitted,

Brent Dobler, Acting Secretary  
File: rwwsmin081825

September 15, 2025

To: The Rogers Water and Sewer Commission  
 From: Jered Sigmon, Controller  
 Re: August 2025 Financial Information

**Billed Revenue and Consumption**

Aug 2025	Billed Revenue Current Month	Billed Revenue YOY % Change	Res/Comm/Ind YOY % Change	Consumption Current Month	Consumption YOY % Change
Water	\$2,230,817	4.5%	3.3%	407,417,611	-1.0%
Sewer	\$1,953,132	13.3%	8.1%	233,637,200	5.7%

**Actuals vs Budget**

	% FY Passed	Revenues	Expenses	Capital
Water	17%	18%	18%	6%
Sewer	17%	16%	17%	4%

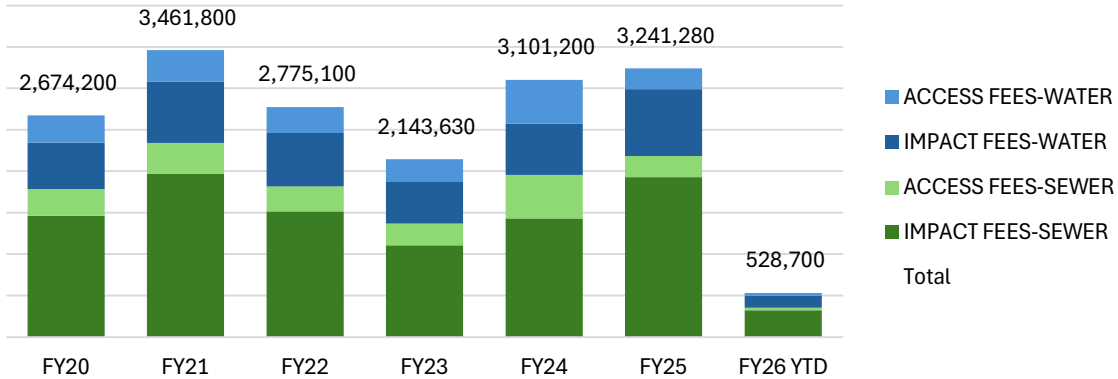
**YTD Income (Loss)**

Water YTD income is \$1.1M (19% of FY26 budgeted income, down 17% YOY).  
 Sewer YTD income is \$1.0M (15% of FY26 budgeted income, down 16% YOY).

FY25 Water income reduced by \$190K add'l depreciation expense, \$275K loss on disposal (meters).  
 FY25 Sewer income reduced by \$350K add'l depreciation expense, \$275K loss on disposal (meters).

**Access & Impact Fee Revenue**

\$248,100 collected this month. YTD actuals are 16% of the FY25 total and 13% of the FY26 budget.



**Cash Reserves**

	Unrestricted	Restricted	Total	PY Total	Variance
Water	27,143,240	3,363,549	30,506,789	27,477,451	3,029,338
Sewer	25,369,412	2,068,198	27,437,610	24,616,450	2,821,160
<b>Total</b>	<b>52,512,653</b>	<b>5,431,747</b>	<b>57,944,400</b>	<b>52,093,901</b>	<b>5,850,499</b>

**Other Financial Reporting Items**

- 7% purchased water unaccounted for (12-month rolling average)

**Rogers Water Utilities**  
**Monthly Income (Loss) comparisons**

WATER	FY 2024	FY 2025	FY 2026	Cumulative Variance to PY	Cumulative % Change to PY
	July	\$ 667,444.11	\$ 593,361.69	\$ 468,744.51	\$ (124,617.18)
August	\$ 732,171.70	\$ 734,620.95	\$ 629,148.14	\$ (230,089.99)	-17.3%
September	\$ 707,007.73	\$ 837,845.05			
October	\$ 574,412.76	\$ 662,394.06			
November	\$ 493,375.01	\$ 655,730.32			
December	\$ 481,020.61	\$ 226,983.76			
January	\$ 216,189.34	\$ 361,438.58			
February	\$ 294,388.85	\$ 377,671.18			
March	\$ 334,526.73	\$ 42,447.92			
April	\$ 189,293.24	\$ 256,005.65			
May	\$ 786,428.12	\$ 335,780.82			
June	\$ 136,196.63	\$ (324,976.84)			
<b>YTD Income (Loss)</b>	<b>\$ 5,612,454.83</b>	<b>\$ 4,759,303.14</b>	<b>\$ 1,097,892.65</b>	<b>\$ (230,089.99)</b>	<b>-17.3%</b>
Income (Loss) Before APERS Pension Adjustment	\$ 5,612,454.83	\$ 4,759,303.14	\$ 1,097,892.65		
APERS Pension Adjustment	\$ (182,525.83)	\$ (167,366.12)	\$ -		
<b>Income per Audited Financial Stmts*</b>	<b>\$ 5,429,929.00</b>	<b>\$ 4,591,937.02</b>	<b>\$ 1,097,892.65</b>		
Annual Budget	\$ 3,740,000.00	\$ 4,800,682.00	\$ 5,740,288.00		

\*FY 2025 unaudited 19.1% YTD Income to Budget

SEWER	FY 2024	FY 2025	FY 2026	Cumulative Variance to PY	Cumulative % Change to PY
	July	\$ 592,016.25	\$ 602,623.48	\$ 606,008.55	\$ 3,385.07
August	\$ 561,720.12	\$ 618,410.95	\$ 424,508.68	\$ (190,517.20)	-15.6%
September	\$ 515,074.32	\$ 732,269.73			
October	\$ 614,402.48	\$ 678,462.66			
November	\$ 641,370.46	\$ 600,053.89			
December	\$ 614,035.91	\$ 473,327.22			
January	\$ 658,143.18	\$ 648,822.34			
February	\$ 440,563.77	\$ 537,689.73			
March	\$ 485,250.55	\$ 382,213.26			
April	\$ 463,073.47	\$ 505,505.29			
May	\$ 990,997.66	\$ 674,689.94			
June	\$ (471,872.11)	\$ (435,905.50)			
Plus one-time ARPA grant	\$ 2,812,107.58	\$ 2,187,890.42			
<b>YTD Income (Loss)</b>	<b>\$ 8,916,883.64</b>	<b>\$ 8,206,053.41</b>	<b>\$ 1,030,517.23</b>	<b>\$ (190,517.20)</b>	<b>-15.6%</b>
FY Income (Loss) Before APERS Pension Adjustment	\$ 8,916,883.64	\$ 8,206,053.41	\$ 1,030,517.23		
APERS Pension Adjustment	\$ (280,444.64)	\$ (251,169.45)	\$ -		
<b>Income per Audited Financial Stmts*</b>	<b>\$ 8,636,439.00</b>	<b>\$ 7,954,883.96</b>	<b>\$ 1,030,517.23</b>		
Annual Budget	\$ 3,348,250.00	\$ 7,980,056.00	\$ 6,821,980.00		

\*FY 2025 unaudited 15.1% YTD Income to Budget



# Budget Report Group Summary

For Fiscal: 2025-2026 Period Ending: 08/31/2025

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 1 - WATER</b>						
Revenue	23,287,500.00	23,287,500.00	2,264,552.98	4,227,059.78	(19,060,440.22)	18.15%
Expense	17,547,212.00	17,547,212.00	1,635,404.84	3,129,167.13	14,418,044.87	17.83%
<b>Fund: 1 - WATER Surplus (Deficit):</b>	<b>5,740,288.00</b>	<b>5,740,288.00</b>	<b>629,148.14</b>	<b>1,097,892.65</b>	<b>(4,642,395.35)</b>	<b>19.13%</b>
<b>Fund: 2 - SEWER</b>						
Revenue	23,739,700.00	23,739,700.00	1,966,162.79	3,881,767.88	(19,857,932.12)	16.35%
Expense	16,917,720.00	16,917,720.00	1,541,654.11	2,851,250.65	14,066,469.35	16.85%
<b>Fund: 2 - SEWER Surplus (Deficit):</b>	<b>6,821,980.00</b>	<b>6,821,980.00</b>	<b>424,508.68</b>	<b>1,030,517.23</b>	<b>(5,791,462.77)</b>	<b>15.11%</b>
<b>Report Surplus (Deficit):</b>	<b>12,562,268.00</b>	<b>12,562,268.00</b>	<b>1,053,656.82</b>	<b>2,128,409.88</b>	<b>(10,433,858.12)</b>	<b>16.94%</b>



Rogers Water Utilities, AR

# Prior-Year Comparative Income Statement Account Summary

For the Period Ending 08/31/2025

		2025-2026 Aug. Activity	2024-2025 Aug. Activity	Aug. Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 1 - WATER</b>									
<b>Revenue</b>									
<a href="#">1-4440.00</a>	RESIDENTIAL WATER	1,228,065.83	1,216,900.68	11,165.15	0.92%	2,217,167.91	2,304,460.83	-87,292.92	-3.79%
<a href="#">1-4450.00</a>	COMMERCIAL WATER	602,390.91	570,678.71	31,712.20	5.56%	1,113,270.36	1,064,186.61	49,083.75	4.61%
<a href="#">1-4460.00</a>	INDUSTRIAL WATER	202,810.03	182,320.20	20,489.83	11.24%	376,985.49	339,576.03	37,409.46	11.02%
<a href="#">1-4470.00</a>	HYDRANTS	1,172.94	1,008.32	164.62	16.33%	2,240.62	2,213.32	27.30	1.23%
<a href="#">1-4470.01</a>	FIRE LINES	11,940.00	11,400.00	540.00	4.74%	23,800.00	22,840.00	960.00	4.20%
<a href="#">1-4470.02</a>	LABOR SALES	1,001.90	3,664.79	-2,662.89	-72.66%	3,098.08	7,508.40	-4,410.32	-58.74%
<a href="#">1-4470.03</a>	AR DEPT OF HEALTH FEE	12,384.81	12,028.93	355.88	2.96%	24,732.27	24,095.05	637.22	2.64%
<a href="#">1-4470.04</a>	LARGE TAP FEES	2,550.00	0.00	2,550.00	0.00%	5,275.00	0.00	5,275.00	0.00%
<a href="#">1-4470.05</a>	MACHINE TIME SALES	1,470.00	1,347.50	122.50	9.09%	3,355.00	2,892.50	462.50	15.99%
<a href="#">1-4470.06</a>	HYDRANT METER RENTALS	4,081.00	4,788.00	-707.00	-14.77%	6,069.00	9,191.00	-3,122.00	-33.97%
<a href="#">1-4470.07</a>	MISC. WATER SALES	4,173.09	7,421.15	-3,248.06	-43.77%	10,276.99	14,538.75	-4,261.76	-29.31%
<a href="#">1-4471.00</a>	SERVICE CHG. INCOME	22,420.00	19,740.00	2,680.00	13.58%	44,660.00	42,050.00	2,610.00	6.21%
<a href="#">1-4471.05</a>	PENALTY	36,528.01	41,717.79	-5,189.78	-12.44%	68,286.49	66,704.38	1,582.11	2.37%
<a href="#">1-4472.00</a>	INTEREST INCOME-INVESTMNTS	2,049.27	74,855.52	-72,806.25	-97.26%	63,049.27	149,413.86	-86,364.59	-57.80%
<a href="#">1-4472.01</a>	INTEREST INCOME-BANK ACCTS	25,210.66	16,258.72	8,951.94	55.06%	51,327.69	27,986.97	23,340.72	83.40%
<a href="#">1-4472.98</a>	INTEREST INCOME-BOND FUNDS	3,595.48	4,308.79	-713.31	-16.55%	6,577.71	7,603.90	-1,026.19	-13.50%
<a href="#">1-4474.00</a>	SALE OF ASSETS	0.00	822.92	-822.92	-100.00%	0.00	822.92	-822.92	-100.00%
<a href="#">1-4476.00</a>	NEW CUSTOMER FEES	7,025.00	5,550.00	1,475.00	26.58%	14,650.00	12,350.00	2,300.00	18.62%
<a href="#">1-4476.10</a>	ACCESS FEES	18,300.00	14,400.00	3,900.00	27.08%	30,300.00	14,700.00	15,600.00	106.12%
<a href="#">1-4476.20</a>	IMPACT FEES	70,200.00	35,700.00	34,500.00	96.64%	145,300.00	47,800.00	97,500.00	203.97%
<a href="#">1-4482.00</a>	INLAND BILLING REVENUE	5,715.50	5,544.50	171.00	3.08%	11,410.00	11,099.75	310.25	2.80%
<a href="#">1-4485.00</a>	MISCELLANEOUS INCOME	1,468.55	2,538.70	-1,070.15	-42.15%	5,227.90	3,870.70	1,357.20	35.06%
	<b>Revenue Total:</b>	<b>2,264,552.98</b>	<b>2,232,995.22</b>	<b>31,557.76</b>	<b>1.41%</b>	<b>4,227,059.78</b>	<b>4,175,904.97</b>	<b>51,154.81</b>	<b>1.22%</b>
<b>Expense</b>									
<b>Department: 555 - GENERAL EXPENSES</b>									
<a href="#">1-555-5252</a>	TRAINING EXPENSE	250.00	0.00	-250.00	0.00%	250.00	0.00	-250.00	0.00%
<a href="#">1-555-5301</a>	NEWSPAPER, RADIO, PUBLICATIONS	58.50	0.00	-58.50	0.00%	58.50	0.00	-58.50	0.00%
<a href="#">1-555-5302</a>	JANITORIAL EXPENSE	62.73	1,667.15	1,604.42	96.24%	1,729.88	5,001.45	3,271.57	65.41%
<a href="#">1-555-5305</a>	MISCELLANEOUS	69.36	175.52	106.16	60.48%	277.97	652.17	374.20	57.38%
<a href="#">1-555-5306</a>	OFFICE SUPPLIES	3.00	0.00	-3.00	0.00%	70.63	0.00	-70.63	0.00%
<a href="#">1-555-5330</a>	BEAVER WATERSHED ALLIANCE	0.00	0.00	0.00	0.00%	0.00	5,000.00	5,000.00	100.00%
<a href="#">1-555-5350</a>	UTILITIES	2,294.01	2,279.03	-14.98	-0.66%	4,565.32	4,898.69	333.37	6.81%
<a href="#">1-555-5400</a>	ARKANSAS PUBLIC WATER FEE	12,780.80	12,123.60	-657.20	-5.42%	25,954.80	23,854.00	-2,100.80	-8.81%
<a href="#">1-555-5402</a>	CUSTOMER PAYMENT FEES	13,369.26	10,924.54	-2,444.72	-22.38%	26,267.37	22,387.06	-3,880.31	-17.33%

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2025

		2025-2026	2024-2025	Aug. Variance		2025-2026	2024-2025	YTD Variance	
		Aug. Activity	Aug. Activity	Favorable /	Variance %	YTD Activity	YTD Activity	Favorable /	Variance %
				(Unfavorable)				(Unfavorable)	
<a href="#">1-555-5500</a>	WATER PURCHASES	729,674.77	677,977.30	-51,697.47	-7.63%	1,414,869.09	1,329,489.70	-85,379.39	-6.42%
<a href="#">1-555-5580</a>	EQUIP. MAINT. FEES	41.09	89.00	47.91	53.83%	91.96	178.00	86.04	48.34%
<a href="#">1-555-5581</a>	SOFTWARE MAINTENANCE	6,757.57	17,811.12	11,053.55	62.06%	20,082.76	26,382.06	6,299.30	23.88%
<a href="#">1-555-5602</a>	INSURANCE-BLDGS & CONTENTS	2,547.83	1,694.46	-853.37	-50.36%	5,095.66	3,388.92	-1,706.74	-50.36%
<a href="#">1-555-5651</a>	ATTORNEY RETAINER FEES	3,242.10	1,380.00	-1,862.10	-134.93%	7,402.10	2,770.00	-4,632.10	-167.22%
<a href="#">1-555-5653</a>	LEGAL CLAIMS-MISCELLANOUS	0.00	2,849.12	2,849.12	100.00%	10,000.00	4,699.12	-5,300.88	-112.81%
<a href="#">1-555-5701</a>	2016 BOND INTEREST	30,495.32	31,861.98	1,366.66	4.29%	60,990.64	63,723.96	2,733.32	4.29%
<a href="#">1-555-5702</a>	AMORTIZATION-2016 BONDS	-2,309.83	-2,309.83	0.00	0.00%	-4,619.66	-2,309.83	2,309.83	100.00%
<a href="#">1-555-5703</a>	2012 BOND INTEREST	12,618.75	14,631.25	2,012.50	13.75%	25,237.50	29,262.50	4,025.00	13.75%
<a href="#">1-555-5704</a>	2012 BOND REFUNDING COSTS	4,035.72	4,035.72	0.00	0.00%	8,071.44	8,071.44	0.00	0.00%
<a href="#">1-555-5705</a>	AMORTIZATION-2012 BONDS	-199.31	-199.31	0.00	0.00%	-398.62	-398.62	0.00	0.00%
<a href="#">1-555-5706</a>	2016 BOND REFUNDING COSTS	605.26	605.26	0.00	0.00%	1,210.52	605.26	-605.26	-100.00%
<a href="#">1-555-5707</a>	2016 BOND INSURANCE	69.40	69.40	0.00	0.00%	138.80	69.40	-69.40	-100.00%
<a href="#">1-555-5800</a>	DEPRECIATION	289,658.00	270,643.00	-19,015.00	-7.03%	560,301.00	513,123.01	-47,177.99	-9.19%
<a href="#">1-555-5803</a>	AMORT OF ROU SUBSCRIPTION ASSET	13,511.00	0.00	-13,511.00	0.00%	27,022.00	0.00	-27,022.00	0.00%
<a href="#">1-555-5850</a>	BAD DEBTS	34,000.00	0.00	-34,000.00	0.00%	34,000.00	0.00	-34,000.00	0.00%
<a href="#">1-555-9100</a>	INTEREST EXP ROU SUBSCRIPTION AS...	1,049.00	0.00	-1,049.00	0.00%	2,098.00	0.00	-2,098.00	0.00%
	<b>Department 555 - GENERAL EXPENSES Total:</b>	<b>1,154,684.33</b>	<b>1,048,308.31</b>	<b>-106,376.02</b>	<b>-10.15%</b>	<b>2,230,767.66</b>	<b>2,040,848.29</b>	<b>-189,919.37</b>	<b>-9.31%</b>
	<b>Department: 560 - ENGINEERING</b>								
<a href="#">1-560-5100</a>	SALARIES ENGINEERING	50,749.94	46,037.18	-4,712.76	-10.24%	95,186.18	80,290.21	-14,895.97	-18.55%
<a href="#">1-560-5104</a>	APERS-ENGINEERING	8,971.00	8,465.12	-505.88	-5.98%	14,795.76	13,252.45	-1,543.31	-11.65%
<a href="#">1-560-5105</a>	HEALTH INSURANCE	5,012.46	5,155.54	143.08	2.78%	10,086.05	10,311.08	225.03	2.18%
<a href="#">1-560-5106</a>	LIFE INSURANCE	187.45	165.59	-21.86	-13.20%	374.90	332.11	-42.79	-12.88%
<a href="#">1-560-5107</a>	DISABILITY INSURANCE	104.94	90.28	-14.66	-16.24%	209.88	180.56	-29.32	-16.24%
<a href="#">1-560-5111</a>	FICA	4,263.45	4,026.13	-237.32	-5.89%	7,027.91	6,288.94	-738.97	-11.75%
<a href="#">1-560-5252</a>	TRAINING EXPENSE	0.00	0.00	0.00	0.00%	200.00	0.00	-200.00	0.00%
<a href="#">1-560-5305</a>	MISCELLANEOUS	0.00	165.38	165.38	100.00%	41.24	1,231.90	1,190.66	96.65%
<a href="#">1-560-5306</a>	OFFICE SUPPLIES	0.00	102.89	102.89	100.00%	250.98	906.57	655.59	72.32%
<a href="#">1-560-5307</a>	OUTSIDE SERVICES	0.00	378.79	378.79	100.00%	52.50	741.58	689.08	92.92%
<a href="#">1-560-5308</a>	ASSOCIATION DUES & EXPENSE	0.00	106.50	106.50	100.00%	0.00	106.50	106.50	100.00%
<a href="#">1-560-5350</a>	TELECOM EXPENSE	403.23	0.00	-403.23	0.00%	620.85	0.00	-620.85	0.00%
<a href="#">1-560-5551</a>	VEHICLE EXPENSE	399.93	586.61	186.68	31.82%	1,847.43	1,172.67	-674.76	-57.54%
<a href="#">1-560-5581</a>	SOFTWARE MAINTENANCE	480.27	533.02	52.75	9.90%	960.54	1,234.12	273.58	22.17%
<a href="#">1-560-5601</a>	WORKMANS COMPENSATION	523.82	516.93	-6.89	-1.33%	1,047.64	516.93	-530.71	-102.67%
<a href="#">1-560-5602</a>	INSURANCE-BLDGS & CONTENTS	0.00	34.67	34.67	100.00%	0.00	69.34	69.34	100.00%
<a href="#">1-560-5603</a>	INSURANCE-VEHICLES	235.34	33.92	-201.42	-593.81%	269.26	67.84	-201.42	-296.90%
<a href="#">1-560-5800</a>	DEPRECIATION	1,372.00	1,058.00	-314.00	-29.68%	2,430.00	3,224.66	794.66	24.64%
	<b>Department 560 - ENGINEERING Total:</b>	<b>72,703.83</b>	<b>67,456.55</b>	<b>-5,247.28</b>	<b>-7.78%</b>	<b>135,401.12</b>	<b>119,927.46</b>	<b>-15,473.66</b>	<b>-12.90%</b>
	<b>Department: 565 - FIELD</b>								
<a href="#">1-565-5100</a>	SALARIES FIELD	132,277.43	114,755.14	-17,522.29	-15.27%	250,175.26	199,510.75	-50,664.51	-25.39%
<a href="#">1-565-5104</a>	APERS-FIELD	23,681.77	20,176.72	-3,505.05	-17.37%	38,986.42	34,173.72	-4,812.70	-14.08%

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		2025-2026	2024-2025	Aug. Variance		2025-2026	2024-2025	YTD Variance	
		Aug. Activity	Aug. Activity	Favorable /	Variance %	YTD Activity	YTD Activity	Favorable /	Variance %
				(Unfavorable)				(Unfavorable)	
<a href="#">1-565-5105</a>	HEALTH INSURANCE	15,898.36	12,914.43	-2,983.93	-23.11%	31,144.70	25,828.86	-5,315.84	-20.58%
<a href="#">1-565-5106</a>	LIFE INSURANCE	455.24	402.14	-53.10	-13.20%	910.48	806.55	-103.93	-12.89%
<a href="#">1-565-5107</a>	DISABILITY INSURANCE	254.85	219.24	-35.61	-16.24%	509.70	438.48	-71.22	-16.24%
<a href="#">1-565-5110</a>	UNIFORMS	909.09	1,686.93	777.84	46.11%	2,361.11	2,769.81	408.70	14.76%
<a href="#">1-565-5111</a>	FICA	11,434.84	9,766.07	-1,668.77	-17.09%	18,820.67	16,542.90	-2,277.77	-13.77%
<a href="#">1-565-5251</a>	TRAVEL AND TRAINING	295.42	2,033.18	1,737.76	85.47%	655.42	2,033.18	1,377.76	67.76%
<a href="#">1-565-5304</a>	SAFETY EQUIPMENT	1,196.03	1,936.68	740.65	38.24%	2,702.43	6,309.06	3,606.63	57.17%
<a href="#">1-565-5305</a>	MISCELLANEOUS	264.17	62.42	-201.75	-323.21%	443.74	345.87	-97.87	-28.30%
<a href="#">1-565-5306</a>	OFFICE SUPPLIES	1,793.76	-339.65	-2,133.41	-628.12%	1,793.76	182.37	-1,611.39	-883.58%
<a href="#">1-565-5307</a>	OUTSIDE SERVICES	1,045.11	940.72	-104.39	-11.10%	2,429.36	2,416.82	-12.54	-0.52%
<a href="#">1-565-5308</a>	DUES, SUBSCR, LICENSE	138.00	263.00	125.00	47.53%	978.00	263.00	-715.00	-271.86%
<a href="#">1-565-5315</a>	CUSTOMER DAMAGE PAYMENTS	0.00	135.00	135.00	100.00%	0.00	135.00	135.00	100.00%
<a href="#">1-565-5350</a>	UTILITIES	8,219.50	7,602.09	-617.41	-8.12%	15,319.60	15,120.75	-198.85	-1.32%
<a href="#">1-565-5551</a>	VEHICLE MAINT.	2,260.87	2,199.71	-61.16	-2.78%	8,274.92	12,044.75	3,769.83	31.30%
<a href="#">1-565-5552</a>	FIELD REPAIR AND MAINT.	46,394.15	53,629.94	7,235.79	13.49%	77,526.44	89,547.79	12,021.35	13.42%
<a href="#">1-565-5555</a>	SCADA HAND TOOLS	252.29	49.86	-202.43	-406.00%	411.61	160.12	-251.49	-157.06%
<a href="#">1-565-5557</a>	EQUIPMENT MAINT.	1,200.44	4.25	-1,196.19	-28,145.65%	1,727.42	288.13	-1,439.29	-499.53%
<a href="#">1-565-5558</a>	SUPPLIES, HAND TOOLS	2,435.43	8,217.62	5,782.19	70.36%	5,284.73	9,282.08	3,997.35	43.07%
<a href="#">1-565-5559</a>	GAS AND OIL	3,558.68	4,311.87	753.19	17.47%	7,349.64	7,753.58	403.94	5.21%
<a href="#">1-565-5560</a>	GENERATOR MAINTENANCE	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
<a href="#">1-565-5561</a>	BUILDING MAINT.	289.96	1,010.20	720.24	71.30%	1,627.46	13,455.89	11,828.43	87.91%
<a href="#">1-565-5563</a>	WATER TOWER MAINT	2,222.04	6,756.78	4,534.74	67.11%	5,814.57	6,756.78	942.21	13.94%
<a href="#">1-565-5581</a>	SOFTWARE MAINTENANCE	1,089.03	-573.75	-1,662.78	-289.81%	5,662.18	3,645.22	-2,016.96	-55.33%
<a href="#">1-565-5601</a>	WORKMANS COMPENSATION	1,426.11	1,672.79	246.68	14.75%	2,852.22	1,672.79	-1,179.43	-70.51%
<a href="#">1-565-5602</a>	INSURANCE-BLDGS & CONTENTS	215.80	1,012.65	796.85	78.69%	431.60	2,025.30	1,593.70	78.69%
<a href="#">1-565-5603</a>	INSURANCE-VEHICLES	1,615.21	492.15	-1,123.06	-228.19%	2,487.71	1,023.23	-1,464.48	-143.12%
<a href="#">1-565-5800</a>	DEPRECIATION	22,057.00	16,000.00	-6,057.00	-37.86%	38,057.00	25,166.66	-12,890.34	-51.22%
	<b>Department 565 - FIELD Total:</b>	<b>282,880.58</b>	<b>267,338.18</b>	<b>-15,542.40</b>	<b>-5.81%</b>	<b>524,738.15</b>	<b>479,699.44</b>	<b>-45,038.71</b>	<b>-9.39%</b>
	<b>Department: 570 - OFFICE</b>								
<a href="#">1-570-5100</a>	SALARIES OFFICE	83,833.90	73,473.38	-10,360.52	-14.10%	158,144.90	131,844.10	-26,300.80	-19.95%
<a href="#">1-570-5104</a>	APERS-OFFICE	14,840.06	13,442.34	-1,397.72	-10.40%	24,803.28	22,343.17	-2,460.11	-11.01%
<a href="#">1-570-5105</a>	HEALTH INSURANCE	6,708.86	5,181.12	-1,527.74	-29.49%	13,499.22	10,362.24	-3,136.98	-30.27%
<a href="#">1-570-5106</a>	LIFE INSURANCE	214.23	189.24	-24.99	-13.21%	428.46	362.45	-66.01	-18.21%
<a href="#">1-570-5107</a>	DISABILITY INSURANCE	119.93	103.17	-16.76	-16.25%	239.86	197.38	-42.48	-21.52%
<a href="#">1-570-5111</a>	FICA	7,065.78	6,423.14	-642.64	-10.01%	11,839.76	10,677.47	-1,162.29	-10.89%
<a href="#">1-570-5251</a>	TRAVEL EXPENSE	0.00	0.00	0.00	0.00%	10.50	0.00	-10.50	0.00%
<a href="#">1-570-5252</a>	TRAINING EXPENSE	320.00	0.00	-320.00	0.00%	320.00	0.00	-320.00	0.00%
<a href="#">1-570-5305</a>	MISCELLANEOUS	44.01	88.35	44.34	50.19%	115.82	80.41	-35.41	-44.04%
<a href="#">1-570-5306</a>	OFFICE SUPPLIES	144.94	381.43	236.49	62.00%	416.79	1,984.07	1,567.28	78.99%
<a href="#">1-570-5307</a>	OUTSIDE SERVICES	1,559.33	959.01	-600.32	-62.60%	2,245.22	1,014.31	-1,230.91	-121.35%
<a href="#">1-570-5308</a>	ASSOC. DUES & EXPENSES	103.50	0.00	-103.50	0.00%	1,501.00	0.00	-1,501.00	0.00%
<a href="#">1-570-5309</a>	POSTAGE/MAILING	9,275.09	13,385.38	4,110.29	30.71%	22,649.28	25,969.09	3,319.81	12.78%

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	2025-2026	2024-2025	Aug. Variance		2025-2026	2024-2025	YTD Variance	
	Aug. Activity	Aug. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
<a href="#">1-570-5311</a> PUBLIC RELATIONS	0.00	0.00	0.00	0.00%	154.18	-150.00	-304.18	-202.79%
<a href="#">1-570-5312</a> ARKANSAS ONE CALL	824.05	968.65	144.60	14.93%	1,724.57	2,027.55	302.98	14.94%
<a href="#">1-570-5313</a> CASH LONG/SHORT	43.31	136.67	93.36	68.31%	89.14	42.90	-46.24	-107.79%
<a href="#">1-570-5320</a> COMPUTER EXPENSE	0.00	503.10	503.10	100.00%	0.00	655.75	655.75	100.00%
<a href="#">1-570-5601</a> WORKMANS COMPENSATION	39.11	36.25	-2.86	-7.89%	78.22	36.25	-41.97	-115.78%
<b>Department 570 - OFFICE Total:</b>	<b>125,136.10</b>	<b>115,271.23</b>	<b>-9,864.87</b>	<b>-8.56%</b>	<b>238,260.20</b>	<b>207,447.14</b>	<b>-30,813.06</b>	<b>-14.85%</b>
<b>Expense Total:</b>	<b>1,635,404.84</b>	<b>1,498,374.27</b>	<b>-137,030.57</b>	<b>-9.15%</b>	<b>3,129,167.13</b>	<b>2,847,922.33</b>	<b>-281,244.80</b>	<b>-9.88%</b>
<b>Fund 1 Surplus (Deficit):</b>	<b>629,148.14</b>	<b>734,620.95</b>	<b>-105,472.81</b>	<b>-14.36%</b>	<b>1,097,892.65</b>	<b>1,327,982.64</b>	<b>-230,089.99</b>	<b>-17.33%</b>

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		2025-2026 Aug. Activity	2024-2025 Aug. Activity	Aug. Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 2 - SEWER</b>									
<b>Revenue</b>									
<a href="#">2-4440.00</a>	RESIDENTIAL SEWER	1,068,219.41	1,003,159.06	65,060.35	6.49%	2,052,231.26	1,966,266.36	85,964.90	4.37%
<a href="#">2-4450.00</a>	COMMERCIAL SEWER	372,626.30	334,750.48	37,875.82	11.31%	716,243.73	636,460.27	79,783.46	12.54%
<a href="#">2-4460.00</a>	INDUSTRIAL SEWER	295,364.19	267,467.29	27,896.90	10.43%	547,955.59	497,353.80	50,601.79	10.17%
<a href="#">2-4470.02</a>	LABOR SALES	405.00	650.00	-245.00	-37.69%	661.84	690.00	-28.16	-4.08%
<a href="#">2-4470.03</a>	MACHINE TIME SALES	50.00	1,600.00	-1,550.00	-96.88%	975.00	2,000.00	-1,025.00	-51.25%
<a href="#">2-4471.05</a>	PENALTY	15,641.06	15,310.15	330.91	2.16%	29,845.55	28,675.18	1,170.37	4.08%
<a href="#">2-4472.00</a>	INTEREST INCOME-INVESTMNTS	2,886.13	99,391.31	-96,505.18	-97.10%	83,886.13	192,741.54	-108,855.41	-56.48%
<a href="#">2-4472.01</a>	INTEREST INCOME-BANK ACCTS	8,534.48	6,134.74	2,399.74	39.12%	16,571.28	13,758.80	2,812.48	20.44%
<a href="#">2-4472.98</a>	INTEREST INCOME-BOND FUNDS	3,426.64	4,070.50	-643.86	-15.82%	6,320.53	7,271.97	-951.44	-13.08%
<a href="#">2-4474.00</a>	SALE OF ASSETS	0.00	822.92	-822.92	-100.00%	0.00	822.92	-822.92	-100.00%
<a href="#">2-4475.00</a>	RENT INCOME	600.00	600.00	0.00	0.00%	1,200.00	1,200.00	0.00	0.00%
<a href="#">2-4476.00</a>	NEW CUSTOMER FEES	7,980.00	6,300.00	1,680.00	26.67%	16,620.00	13,740.00	2,880.00	20.96%
<a href="#">2-4476.10</a>	ACCESS FEES	18,600.00	14,100.00	4,500.00	31.91%	30,300.00	14,400.00	15,900.00	110.42%
<a href="#">2-4476.20</a>	IMPACT FEES	141,000.00	69,000.00	72,000.00	104.35%	322,800.00	82,200.00	240,600.00	292.70%
<a href="#">2-4482.00</a>	INLAND BILLING REVENUE	5,715.50	5,544.50	171.00	3.08%	11,410.00	11,099.75	310.25	2.80%
<a href="#">2-4485.00</a>	MISCELLANEOUS INCOME	25,114.08	25,994.90	-880.82	-3.39%	44,746.97	42,463.86	2,283.11	5.38%
	<b>Revenue Total:</b>	<b>1,966,162.79</b>	<b>1,854,895.85</b>	<b>111,266.94</b>	<b>6.00%</b>	<b>3,881,767.88</b>	<b>3,511,144.45</b>	<b>370,623.43</b>	<b>10.56%</b>
<b>Expense</b>									
<b>Department: 555 - GENERAL EXPENSES</b>									
<a href="#">2-555-5252</a>	TRAINING EXPENSE	250.00	0.00	-250.00	0.00%	250.00	0.00	-250.00	0.00%
<a href="#">2-555-5301</a>	NEWSPAPER, RADIO, PUBLICATIONS	58.50	0.00	-58.50	0.00%	58.50	0.00	-58.50	0.00%
<a href="#">2-555-5302</a>	JANITORIAL EXPENSE	62.74	1,667.15	1,604.41	96.24%	1,729.89	5,001.45	3,271.56	65.41%
<a href="#">2-555-5305</a>	MISCELLANEOUS	94.12	225.62	131.50	58.28%	349.99	753.06	403.07	53.52%
<a href="#">2-555-5306</a>	OFFICE SUPPLIES	3.00	0.00	-3.00	0.00%	70.64	0.00	-70.64	0.00%
<a href="#">2-555-5350</a>	UTILITIES	2,280.91	2,266.76	-14.15	-0.62%	4,539.07	4,800.01	260.94	5.44%
<a href="#">2-555-5401</a>	CITY FRANCHISE FEES	60,937.35	56,527.93	-4,409.42	-7.80%	116,787.39	109,725.59	-7,061.80	-6.44%
<a href="#">2-555-5402</a>	CUSTOMER PAYMENT FEES	13,369.26	10,924.52	-2,444.74	-22.38%	26,267.36	22,387.02	-3,880.34	-17.33%
<a href="#">2-555-5580</a>	EQUIP. MAINT. FEES	41.09	89.00	47.91	53.83%	91.96	178.00	86.04	48.34%
<a href="#">2-555-5581</a>	SOFTWARE MAINTENANCE	6,757.58	17,377.81	10,620.23	61.11%	20,082.79	23,247.43	3,164.64	13.61%
<a href="#">2-555-5602</a>	INSURANCE-BLDGS & CONTENTS	222.91	138.68	-84.23	-60.74%	445.82	277.36	-168.46	-60.74%
<a href="#">2-555-5651</a>	ATTORNEY RETAINER FEES	3,382.10	2,380.00	-1,002.10	-42.11%	7,033.36	3,630.00	-3,403.36	-93.76%
<a href="#">2-555-5653</a>	LEGAL CLAIMS-MISCELLANOUS	0.00	2,849.13	2,849.13	100.00%	0.00	4,699.13	4,699.13	100.00%
<a href="#">2-555-5800</a>	DEPRECIATION	247,969.00	234,853.00	-13,116.00	-5.58%	482,822.00	421,769.66	-61,052.34	-14.48%
<a href="#">2-555-5803</a>	AMORT OF ROU SUBSCRIPTION ASSET	13,511.00	0.00	-13,511.00	0.00%	27,022.00	0.00	-27,022.00	0.00%
<a href="#">2-555-5850</a>	BAD DEBTS	34,000.00	0.00	-34,000.00	0.00%	34,000.00	0.00	-34,000.00	0.00%
<a href="#">2-555-9100</a>	INTEREST EXP ROU SUBSCRIPTION AS...	1,049.00	0.00	-1,049.00	0.00%	2,098.00	0.00	-2,098.00	0.00%
	<b>Department 555 - GENERAL EXPENSES Total:</b>	<b>383,988.56</b>	<b>329,299.60</b>	<b>-54,688.96</b>	<b>-16.61%</b>	<b>723,648.77</b>	<b>596,468.71</b>	<b>-127,180.06</b>	<b>-21.32%</b>
<b>Department: 560 - ENGINEERING</b>									
<a href="#">2-560-5100</a>	SALARIES ENGINEERING	51,962.57	41,766.03	-10,196.54	-24.41%	97,598.98	75,189.32	-22,409.66	-29.80%

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		2025-2026	2024-2025	Aug. Variance		2025-2026	2024-2025	YTD Variance	
		Aug. Activity	Aug. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
<a href="#">2-560-5104</a>	APERS-ENGINEERING	9,185.37	7,679.87	-1,505.50	-19.60%	15,196.43	12,758.64	-2,437.79	-19.11%
<a href="#">2-560-5105</a>	HEALTH INSURANCE	3,341.64	2,577.77	-763.87	-29.63%	6,724.03	5,155.54	-1,568.49	-30.42%
<a href="#">2-560-5106</a>	LIFE INSURANCE	76.72	69.32	-7.40	-10.68%	153.44	138.64	-14.80	-10.68%
<a href="#">2-560-5107</a>	DISABILITY INSURANCE	42.53	37.76	-4.77	-12.63%	85.06	75.52	-9.54	-12.63%
<a href="#">2-560-5111</a>	FICA	4,445.64	3,672.18	-773.46	-21.06%	7,353.24	6,099.72	-1,253.52	-20.55%
<a href="#">2-560-5252</a>	TRAINING EXPENSE	0.00	0.00	0.00	0.00%	80.00	0.00	-80.00	0.00%
<a href="#">2-560-5305</a>	MISCELLANEOUS	0.00	165.39	165.39	100.00%	41.25	706.32	665.07	94.16%
<a href="#">2-560-5306</a>	OFFICE SUPPLIES	0.00	102.91	102.91	100.00%	250.99	691.29	440.30	63.69%
<a href="#">2-560-5307</a>	OUTSIDE SERVICES	0.00	139.17	139.17	100.00%	0.00	333.08	333.08	100.00%
<a href="#">2-560-5308</a>	ASSOCIATION DUES & EXPENSE	42.80	0.00	-42.80	0.00%	42.80	0.00	-42.80	0.00%
<a href="#">2-560-5350</a>	TELECOM EXPENSE	1,060.55	0.00	-1,060.55	0.00%	1,395.17	0.00	-1,395.17	0.00%
<a href="#">2-560-5551</a>	VEHICLE EXPENSE	415.30	198.40	-216.90	-109.32%	1,741.83	573.41	-1,168.42	-203.77%
<a href="#">2-560-5581</a>	SOFTWARE MAINTENANCE	480.27	533.02	52.75	9.90%	960.54	1,234.13	273.59	22.17%
<a href="#">2-560-5601</a>	WORKMANS COMPENSATION	290.95	239.62	-51.33	-21.42%	581.90	239.62	-342.28	-142.84%
<a href="#">2-560-5602</a>	INSURANCE-BLDGS & CONTENTS	0.00	34.67	34.67	100.00%	0.00	69.34	69.34	100.00%
<a href="#">2-560-5603</a>	INSURANCE-VEHICLES	60.40	36.48	-23.92	-65.57%	120.80	72.96	-47.84	-65.57%
<a href="#">2-560-5800</a>	DEPRECIATION	1,324.00	657.00	-667.00	-101.52%	1,981.00	2,823.66	842.66	29.84%
<b>Department 560 - ENGINEERING Total:</b>		<b>72,728.74</b>	<b>57,909.59</b>	<b>-14,819.15</b>	<b>-25.59%</b>	<b>134,307.46</b>	<b>106,161.19</b>	<b>-28,146.27</b>	<b>-26.51%</b>
<b>Department: 565 - FIELD</b>									
<a href="#">2-565-5100</a>	SALARIES FIELD	128,147.51	105,996.73	-22,150.78	-20.90%	232,283.59	186,263.11	-46,020.48	-24.71%
<a href="#">2-565-5104</a>	APERS-FIELD	22,240.08	19,103.46	-3,136.62	-16.42%	35,592.28	31,278.87	-4,313.41	-13.79%
<a href="#">2-565-5105</a>	HEALTH INSURANCE	17,569.18	16,351.46	-1,217.72	-7.45%	35,352.31	32,702.92	-2,649.39	-8.10%
<a href="#">2-565-5106</a>	LIFE INSURANCE	511.44	462.15	-49.29	-10.67%	1,022.88	924.30	-98.58	-10.67%
<a href="#">2-565-5107</a>	DISABILITY INSURANCE	283.53	251.76	-31.77	-12.62%	567.06	503.52	-63.54	-12.62%
<a href="#">2-565-5110</a>	UNIFORMS	1,487.49	1,485.19	-2.30	-0.15%	3,701.31	2,780.51	-920.80	-33.12%
<a href="#">2-565-5111</a>	FICA	10,484.80	8,935.45	-1,549.35	-17.34%	19,522.51	14,622.77	-4,899.74	-33.51%
<a href="#">2-565-5251</a>	TRAVEL AND TRAINING	930.64	730.00	-200.64	-27.48%	1,495.64	730.00	-765.64	-104.88%
<a href="#">2-565-5304</a>	SAFETY EQUIPMENT	2,533.57	2,588.30	54.73	2.11%	4,916.78	7,341.01	2,424.23	33.02%
<a href="#">2-565-5305</a>	MISCELLANEOUS	264.16	367.15	102.99	28.05%	296.79	633.78	336.99	53.17%
<a href="#">2-565-5306</a>	OFFICE SUPPLIES	582.92	-204.67	-787.59	-384.81%	582.92	268.07	-314.85	-117.45%
<a href="#">2-565-5307</a>	OUTSIDE SERVICES	981.84	136.38	-845.46	-619.93%	3,636.42	1,405.05	-2,231.37	-158.81%
<a href="#">2-565-5308</a>	DUES, SUBSCR, LICENSE	202.80	0.00	-202.80	0.00%	1,162.80	0.00	-1,162.80	0.00%
<a href="#">2-565-5315</a>	CUSTOMER DAMAGE PAYMENTS	154.49	450.00	295.51	65.67%	154.49	450.00	295.51	65.67%
<a href="#">2-565-5350</a>	UTILITIES	7,061.62	55,369.38	48,307.76	87.25%	15,318.16	62,011.86	46,693.70	75.30%
<a href="#">2-565-5351</a>	UTIL-GRIND STA-SW ATALANTA	0.00	569.23	569.23	100.00%	528.67	1,181.78	653.11	55.26%
<a href="#">2-565-5551</a>	VEHICLE MAINT.	2,958.98	8,318.99	5,360.01	64.43%	9,389.58	9,648.95	259.37	2.69%
<a href="#">2-565-5552</a>	FIELD REPAIR AND MAINT.	7,205.76	1,430.06	-5,775.70	-403.88%	19,746.57	3,991.71	-15,754.86	-394.69%
<a href="#">2-565-5554</a>	CAMERA	91.63	5,930.72	5,839.09	98.45%	1,109.98	5,943.85	4,833.87	81.33%
<a href="#">2-565-5555</a>	SCADA HAND TOOLS	1,974.15	49.87	-1,924.28	-3,858.59%	2,498.08	160.15	-2,337.93	-1,459.84%
<a href="#">2-565-5556</a>	FLUSHTRUCKS	5,468.21	795.12	-4,673.09	-587.72%	23,381.54	2,869.06	-20,512.48	-714.95%
<a href="#">2-565-5557</a>	EQUIPMENT MAINT.	472.12	502.23	30.11	6.00%	897.26	502.23	-395.03	-78.66%
<a href="#">2-565-5558</a>	SUPPLIES, HAND TOOLS	2,086.58	798.91	-1,287.67	-161.18%	3,900.95	2,303.40	-1,597.55	-69.36%

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		2025-2026	2024-2025	Aug. Variance		2025-2026	2024-2025	YTD Variance	
		Aug. Activity	Aug. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
<a href="#">2-565-5559</a>	GAS AND OIL	6,861.03	4,753.10	-2,107.93	-44.35%	11,576.78	9,212.89	-2,363.89	-25.66%
<a href="#">2-565-5560</a>	GENERATOR MAINTENANCE	147.77	0.00	-147.77	0.00%	147.77	0.00	-147.77	0.00%
<a href="#">2-565-5561</a>	BUILDING MAINT.	197.05	1,139.50	942.45	82.71%	1,342.83	4,226.95	2,884.12	68.23%
<a href="#">2-565-5563</a>	LIFT STATION MAINT	2,877.83	150.16	-2,727.67	-1,816.51%	5,134.12	4,886.27	-247.85	-5.07%
<a href="#">2-565-5581</a>	SOFTWARE MAINTENANCE	1,929.04	-573.74	-2,502.78	-436.22%	15,805.04	6,145.26	-9,659.78	-157.19%
<a href="#">2-565-5601</a>	WORKMANS COMPENSATION	1,860.58	1,695.22	-165.36	-9.75%	3,721.16	1,695.22	-2,025.94	-119.51%
<a href="#">2-565-5602</a>	INSURANCE-BLDGS & CONTENTS	552.07	551.98	-0.09	-0.02%	1,104.14	1,103.96	-0.18	-0.02%
<a href="#">2-565-5603</a>	INSURANCE-VEHICLES	2,414.86	1,519.12	-895.74	-58.96%	3,895.39	2,563.25	-1,332.14	-51.97%
<a href="#">2-565-5800</a>	DEPRECIATION	35,269.00	22,522.00	-12,747.00	-56.60%	57,791.00	40,022.00	-17,769.00	-44.40%
<a href="#">2-565-5804</a>	AMORT OF SOFTWARE PERPETUAL LI...	1,673.00	0.00	-1,673.00	0.00%	3,346.00	0.00	-3,346.00	0.00%
	<b>Department 565 - FIELD Total:</b>	<b>267,475.73</b>	<b>262,175.21</b>	<b>-5,300.52</b>	<b>-2.02%</b>	<b>520,922.80</b>	<b>438,372.70</b>	<b>-82,550.10</b>	<b>-18.83%</b>
	<b>Department: 570 - OFFICE</b>								
<a href="#">2-570-5100</a>	SALARIES OFFICE	77,369.89	71,109.03	-6,260.86	-8.80%	145,471.26	128,053.08	-17,418.18	-13.60%
<a href="#">2-570-5104</a>	APERS-OFFICE	13,675.44	13,075.77	-599.67	-4.59%	22,636.20	21,548.29	-1,087.91	-5.05%
<a href="#">2-570-5105</a>	HEALTH INSURANCE	7,518.69	7,733.31	214.62	2.78%	15,129.07	15,466.62	337.55	2.18%
<a href="#">2-570-5106</a>	LIFE INSURANCE	230.15	207.97	-22.18	-10.66%	460.30	415.94	-44.36	-10.66%
<a href="#">2-570-5107</a>	DISABILITY INSURANCE	127.59	113.29	-14.30	-12.62%	255.18	226.58	-28.60	-12.62%
<a href="#">2-570-5111</a>	FICA	6,623.13	6,342.14	-280.99	-4.43%	10,970.21	10,450.60	-519.61	-4.97%
<a href="#">2-570-5251</a>	TRAVEL EXPENSE	0.00	0.00	0.00	0.00%	345.52	0.00	-345.52	0.00%
<a href="#">2-570-5252</a>	TRAINING EXPENSE	320.00	0.00	-320.00	0.00%	320.00	0.00	-320.00	0.00%
<a href="#">2-570-5305</a>	MISCELLANEOUS	44.01	88.36	44.35	50.19%	115.83	80.44	-35.39	-44.00%
<a href="#">2-570-5306</a>	OFFICE SUPPLIES	144.95	381.43	236.48	62.00%	416.81	963.04	546.23	56.72%
<a href="#">2-570-5307</a>	OUTSIDE SERVICES	1,559.34	929.01	-630.33	-67.85%	1,946.23	984.32	-961.91	-97.72%
<a href="#">2-570-5308</a>	ASSOC. DUES & EXPENSES	103.50	0.00	-103.50	0.00%	1,501.00	0.00	-1,501.00	0.00%
<a href="#">2-570-5309</a>	POSTAGE/MAILING	9,275.08	13,385.38	4,110.30	30.71%	22,649.26	25,969.08	3,319.82	12.78%
<a href="#">2-570-5311</a>	PUBLIC RELATIONS	0.00	0.00	0.00	0.00%	0.00	-150.00	-150.00	-100.00%
<a href="#">2-570-5312</a>	ARKANSAS ONE CALL	824.05	968.65	144.60	14.93%	1,724.58	2,027.55	302.97	14.94%
<a href="#">2-570-5320</a>	COMPUTER EXPENSE	0.00	503.11	503.11	100.00%	0.00	655.77	655.77	100.00%
<a href="#">2-570-5601</a>	WORKMANS COMPENSATION	40.71	37.73	-2.98	-7.90%	81.42	37.73	-43.69	-115.80%
	<b>Department 570 - OFFICE Total:</b>	<b>117,856.53</b>	<b>114,875.18</b>	<b>-2,981.35</b>	<b>-2.60%</b>	<b>224,022.87</b>	<b>206,729.04</b>	<b>-17,293.83</b>	<b>-8.37%</b>
	<b>Department: 591 - PCF ADMIN</b>								
<a href="#">2-591-5100</a>	SALARIES PCF	122,281.66	110,466.78	-11,814.88	-10.70%	230,675.82	201,139.04	-29,536.78	-14.68%
<a href="#">2-591-5104</a>	APERS-RPCF	21,743.12	20,385.11	-1,358.01	-6.66%	35,890.24	34,063.03	-1,827.21	-5.36%
<a href="#">2-591-5105</a>	HEALTH INSURANCE	13,366.55	13,748.11	381.56	2.78%	26,896.10	27,496.22	600.12	2.18%
<a href="#">2-591-5106</a>	LIFE INSURANCE	675.72	606.83	-68.89	-11.35%	1,351.44	1,213.67	-137.77	-11.35%
<a href="#">2-591-5110</a>	UNIFORMS	650.63	430.42	-220.21	-51.16%	1,729.72	1,577.37	-152.35	-9.66%
<a href="#">2-591-5111</a>	FICA	10,175.45	9,659.06	-516.39	-5.35%	16,800.12	16,089.36	-710.76	-4.42%
<a href="#">2-591-5251</a>	TRAVEL AND TRAINING	0.00	0.00	0.00	0.00%	720.00	0.00	-720.00	0.00%
<a href="#">2-591-5304</a>	PERSONNEL SAFETY EQUIP.	240.90	373.43	132.53	35.49%	320.00	373.43	53.43	14.31%
<a href="#">2-591-5305</a>	MISCELLANEOUS	0.00	211.99	211.99	100.00%	0.00	282.72	282.72	100.00%
<a href="#">2-591-5306</a>	OFFICE SUPPLIES & POSTAGE	114.63	131.05	16.42	12.53%	154.79	413.74	258.95	62.59%

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2025

		2025-2026	2024-2025	Aug. Variance		2025-2026	2024-2025	YTD Variance	
		Aug. Activity	Aug. Activity	Favorable /	Variance %	YTD Activity	YTD Activity	Favorable /	Variance %
				(Unfavorable)				(Unfavorable)	
<a href="#">2-591-5307</a>	OUTSIDE SERVICES	0.00	30.00	30.00	100.00%	0.00	30.00	30.00	100.00%
<a href="#">2-591-5308</a>	PUBLICATIONS AND DUES	0.00	11,691.00	11,691.00	100.00%	10,330.00	11,891.00	1,561.00	13.13%
<a href="#">2-591-5310</a>	OFFICE MACHINE MAINT.	27.20	0.00	-27.20	0.00%	216.50	0.00	-216.50	0.00%
<a href="#">2-591-5311</a>	PUBLIC RELATIONS	0.00	0.00	0.00	0.00%	0.00	430.00	430.00	100.00%
<a href="#">2-591-5350</a>	TELECOM EXPENSE	512.57	2,525.05	2,012.48	79.70%	1,765.24	3,783.79	2,018.55	53.35%
<a href="#">2-591-5581</a>	SOFTWARE MAINTENANCE	0.00	0.00	0.00	0.00%	5,251.05	0.00	-5,251.05	0.00%
<a href="#">2-591-5583</a>	COMPUTER EXPENSE	0.00	154.46	154.46	100.00%	4,956.00	5,533.92	577.92	10.44%
<a href="#">2-591-5601</a>	WORKMANS COMPENSATION	1,021.36	986.60	-34.76	-3.52%	2,042.72	986.60	-1,056.12	-107.05%
<a href="#">2-591-5602</a>	INSURANCE-BLDGS & CONTENTS	4,972.06	4,841.31	-130.75	-2.70%	9,944.12	9,682.62	-261.50	-2.70%
<a href="#">2-591-5603</a>	INSURANCE-VEHICLES	315.45	166.94	-148.51	-88.96%	468.19	333.88	-134.31	-40.23%
<a href="#">2-591-5800</a>	DEPRECIATION-WWTP	245,291.00	232,146.00	-13,145.00	-5.66%	477,437.00	437,979.33	-39,457.67	-9.01%
<a href="#">2-591-9112</a>	2016 BOND INTEREST	14,900.00	19,116.67	4,216.67	22.06%	29,800.00	38,233.34	8,433.34	22.06%
<a href="#">2-591-9113</a>	AMORTIZATION 2016 BONDS	-9,216.24	-9,216.24	0.00	0.00%	-18,432.48	-18,432.48	0.00	0.00%
<a href="#">2-591-9114</a>	2016 BOND REFUNDING COSTS	-3,217.86	-3,217.86	0.00	0.00%	-6,435.72	-6,435.72	0.00	0.00%
<a href="#">2-591-9115</a>	BOND INSURANCE	131.52	263.04	131.52	50.00%	263.04	394.56	131.52	33.33%
<a href="#">2-591-9116</a>	2024 BOND INTEREST	5,536.90	1,443.78	-4,093.12	-283.50%	10,373.72	2,885.76	-7,487.96	-259.48%
	<b>Department 591 - PCF ADMIN Total:</b>	<b>429,522.62</b>	<b>416,943.53</b>	<b>-12,579.09</b>	<b>-3.02%</b>	<b>842,517.61</b>	<b>769,945.18</b>	<b>-72,572.43</b>	<b>-9.43%</b>
	<b>Department: 592 - PCF ENVIRONMENTAL</b>								
<a href="#">2-592-5251</a>	TRAVEL & TRAINING	786.48	893.15	106.67	11.94%	786.48	893.15	106.67	11.94%
<a href="#">2-592-5306</a>	LABORATORY SUPPLIES	0.00	1,219.11	1,219.11	100.00%	3,698.24	1,219.11	-2,479.13	-203.36%
<a href="#">2-592-5307</a>	OUTSIDE SERVICES	175.00	2,275.48	2,100.48	92.31%	3,392.49	2,275.48	-1,117.01	-49.09%
<a href="#">2-592-5314</a>	PLANT RESEARCH	0.00	675.00	675.00	100.00%	0.00	675.00	675.00	100.00%
<a href="#">2-592-5970</a>	CHEMICALS	0.00	554.92	554.92	100.00%	225.28	1,238.75	1,013.47	81.81%
	<b>Department 592 - PCF ENVIRONMENTAL Total:</b>	<b>961.48</b>	<b>5,617.66</b>	<b>4,656.18</b>	<b>82.88%</b>	<b>8,102.49</b>	<b>6,301.49</b>	<b>-1,801.00</b>	<b>-28.58%</b>
	<b>Department: 593 - PCF OPS</b>								
<a href="#">2-593-5305</a>	MISCELLANEOUS	0.00	0.00	0.00	0.00%	0.00	97.41	97.41	100.00%
<a href="#">2-593-5306</a>	LABORATORY SUPPLIES	0.00	929.41	929.41	100.00%	0.00	929.41	929.41	100.00%
<a href="#">2-593-5307</a>	OUTSIDE SERVICES	1,695.00	1,650.00	-45.00	-2.73%	3,560.00	1,650.00	-1,910.00	-115.76%
<a href="#">2-593-5350</a>	UTILITIES	73,613.40	5,394.99	-68,218.41	-1,264.48%	144,731.29	59,200.46	-85,530.83	-144.48%
<a href="#">2-593-5558</a>	MINOR EQUIPMENT	3,084.01	204.89	-2,879.12	-1,405.20%	3,084.01	204.89	-2,879.12	-1,405.20%
<a href="#">2-593-5970</a>	CHEMICALS	24,215.41	9,488.04	-14,727.37	-155.22%	34,404.03	16,980.74	-17,423.29	-102.61%
	<b>Department 593 - PCF OPS Total:</b>	<b>102,607.82</b>	<b>17,667.33</b>	<b>-84,940.49</b>	<b>-480.78%</b>	<b>185,779.33</b>	<b>79,062.91</b>	<b>-106,716.42</b>	<b>-134.98%</b>
	<b>Department: 594 - PCF MAINTENANCE</b>								
<a href="#">2-594-5251</a>	TRAVEL & TRAINING	0.00	0.00	0.00	0.00%	1,150.00	0.00	-1,150.00	0.00%
<a href="#">2-594-5306</a>	CLEANING SUPPLIES	36.05	0.00	-36.05	0.00%	36.05	0.00	-36.05	0.00%
<a href="#">2-594-5307</a>	OUTSIDE SERVICES	5,922.96	3,137.40	-2,785.56	-88.79%	14,060.66	6,673.54	-7,387.12	-110.69%
<a href="#">2-594-5551</a>	VEHICLE EXPENSE	1,916.91	30.65	-1,886.26	-6,154.19%	2,603.69	30.65	-2,573.04	-8,394.91%
<a href="#">2-594-5557</a>	EQUIPMENT MAINT.	100,931.40	12,331.61	-88,599.79	-718.48%	118,659.13	29,006.66	-89,652.47	-309.08%
<a href="#">2-594-5559</a>	SUPPORT EQUIPMENT	0.00	153.29	153.29	100.00%	0.00	153.29	153.29	100.00%
<a href="#">2-594-5560</a>	EQUIPMENT RENTAL	200.59	64.88	-135.71	-209.17%	200.59	64.88	-135.71	-209.17%
<a href="#">2-594-5561</a>	BLDGS. & GROUNDS MAINT.	1,119.96	2,946.03	1,826.07	61.98%	1,849.67	4,076.95	2,227.28	54.63%

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2025

	2025-2026 Aug. Activity	2024-2025 Aug. Activity	Aug. Variance Favorable / (Unfavorable)	Variance %	2025-2026 YTD Activity	2024-2025 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<a href="#">2-594-5562</a> MAINTENANCE SUPPLIES	29.18	291.52	262.34	89.99%	1,604.38	3,532.16	1,927.78	54.58%
<b>Department 594 - PCF MAINTENANCE Total:</b>	<b>110,157.05</b>	<b>18,955.38</b>	<b>-91,201.67</b>	<b>-481.14%</b>	<b>140,164.17</b>	<b>43,538.13</b>	<b>-96,626.04</b>	<b>-221.93%</b>
<b>Department: 595 - PCF SMS DISPOSAL EXPENSE</b>								
<a href="#">2-595-5307</a> OUTSIDE SERVICES	415.00	450.00	35.00	7.78%	415.00	450.00	35.00	7.78%
<a href="#">2-595-5561</a> WEED CONTROL	142.32	0.00	-142.32	0.00%	142.32	0.00	-142.32	0.00%
<a href="#">2-595-5980</a> SLUDGE DISPOSAL COSTS	55,798.26	14,756.48	-41,041.78	-278.13%	78,387.61	48,661.03	-29,726.58	-61.09%
<a href="#">2-595-5981</a> SLUDGE DISPOSAL REVENUE	0.00	-2,104.90	-2,104.90	-100.00%	-7,159.78	-5,520.20	1,639.58	29.70%
<b>Department 595 - PCF SMS DISPOSAL EXPENSE Total:</b>	<b>56,355.58</b>	<b>13,101.58</b>	<b>-43,254.00</b>	<b>-330.14%</b>	<b>71,785.15</b>	<b>43,590.83</b>	<b>-28,194.32</b>	<b>-64.68%</b>
<b>Expense Total:</b>	<b>1,541,654.11</b>	<b>1,236,545.06</b>	<b>-305,109.05</b>	<b>-24.67%</b>	<b>2,851,250.65</b>	<b>2,290,170.18</b>	<b>-561,080.47</b>	<b>-24.50%</b>
<b>Fund 2 Surplus (Deficit):</b>	<b>424,508.68</b>	<b>618,350.79</b>	<b>-193,842.11</b>	<b>-31.35%</b>	<b>1,030,517.23</b>	<b>1,220,974.27</b>	<b>-190,457.04</b>	<b>-15.60%</b>
<b>Total Surplus (Deficit):</b>	<b>1,053,656.82</b>	<b>1,352,971.74</b>	<b>-299,314.92</b>	<b>-22.12%</b>	<b>2,128,409.88</b>	<b>2,548,956.91</b>	<b>-420,547.03</b>	<b>-16.50%</b>

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2025

Group Summary

Departmen...	2025-2026	2024-2025	Aug. Variance	Variance %	2025-2026	2024-2025	YTD Variance	Variance %
	Aug. Activity	Aug. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 1 - WATER</b>								
Revenue								
	2,264,552.98	2,232,995.22	31,557.76	1.41%	4,227,059.78	4,175,904.97	51,154.81	1.22%
<b>Revenue Total:</b>	<b>2,264,552.98</b>	<b>2,232,995.22</b>	<b>31,557.76</b>	<b>1.41%</b>	<b>4,227,059.78</b>	<b>4,175,904.97</b>	<b>51,154.81</b>	<b>1.22%</b>
Expense								
555 - GENERAL EXPENSES	1,154,684.33	1,048,308.31	-106,376.02	-10.15%	2,230,767.66	2,040,848.29	-189,919.37	-9.31%
560 - ENGINEERING	72,703.83	67,456.55	-5,247.28	-7.78%	135,401.12	119,927.46	-15,473.66	-12.90%
565 - FIELD	282,880.58	267,338.18	-15,542.40	-5.81%	524,738.15	479,699.44	-45,038.71	-9.39%
570 - OFFICE	125,136.10	115,271.23	-9,864.87	-8.56%	238,260.20	207,447.14	-30,813.06	-14.85%
<b>Expense Total:</b>	<b>1,635,404.84</b>	<b>1,498,374.27</b>	<b>-137,030.57</b>	<b>-9.15%</b>	<b>3,129,167.13</b>	<b>2,847,922.33</b>	<b>-281,244.80</b>	<b>-9.88%</b>
<b>Fund 1 Surplus (Deficit):</b>	<b>629,148.14</b>	<b>734,620.95</b>	<b>-105,472.81</b>	<b>-14.36%</b>	<b>1,097,892.65</b>	<b>1,327,982.64</b>	<b>-230,089.99</b>	<b>-17.33%</b>

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2025

Department...	2025-2026		Aug. Variance		2025-2026		YTD Variance	
	Aug. Activity	2024-2025 Aug. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	2024-2025 YTD Activity	Favorable / (Unfavorable)	Variance %
<b>Fund: 2 - SEWER</b>								
<b>Revenue</b>								
	1,966,162.79	1,854,895.85	111,266.94	6.00%	3,881,767.88	3,511,144.45	370,623.43	10.56%
<b>Revenue Total:</b>	<b>1,966,162.79</b>	<b>1,854,895.85</b>	<b>111,266.94</b>	<b>6.00%</b>	<b>3,881,767.88</b>	<b>3,511,144.45</b>	<b>370,623.43</b>	<b>10.56%</b>
<b>Expense</b>								
555 - GENERAL EXPENSES	383,988.56	329,299.60	-54,688.96	-16.61%	723,648.77	596,468.71	-127,180.06	-21.32%
560 - ENGINEERING	72,728.74	57,909.59	-14,819.15	-25.59%	134,307.46	106,161.19	-28,146.27	-26.51%
565 - FIELD	267,475.73	262,175.21	-5,300.52	-2.02%	520,922.80	438,372.70	-82,550.10	-18.83%
570 - OFFICE	117,856.53	114,875.18	-2,981.35	-2.60%	224,022.87	206,729.04	-17,293.83	-8.37%
591 - PCF ADMIN	429,522.62	416,943.53	-12,579.09	-3.02%	842,517.61	769,945.18	-72,572.43	-9.43%
592 - PCF ENVIRONMENTAL	961.48	5,617.66	4,656.18	82.88%	8,102.49	6,301.49	-1,801.00	-28.58%
593 - PCF OPS	102,607.82	17,667.33	-84,940.49	-480.78%	185,779.33	79,062.91	-106,716.42	-134.98%
594 - PCF MAINTENANCE	110,157.05	18,955.38	-91,201.67	-481.14%	140,164.17	43,538.13	-96,626.04	-221.93%
595 - PCF SMS DISPOSAL EXPENSE	56,355.58	13,101.58	-43,254.00	-330.14%	71,785.15	43,590.83	-28,194.32	-64.68%
<b>Expense Total:</b>	<b>1,541,654.11</b>	<b>1,236,545.06</b>	<b>-305,109.05</b>	<b>-24.67%</b>	<b>2,851,250.65</b>	<b>2,290,170.18</b>	<b>-561,080.47</b>	<b>-24.50%</b>
<b>Fund 2 Surplus (Deficit):</b>	<b>424,508.68</b>	<b>618,350.79</b>	<b>-193,842.11</b>	<b>-31.35%</b>	<b>1,030,517.23</b>	<b>1,220,974.27</b>	<b>-190,457.04</b>	<b>-15.60%</b>
<b>Total Surplus (Deficit):</b>	<b>1,053,656.82</b>	<b>1,352,971.74</b>	<b>-299,314.92</b>	<b>-22.12%</b>	<b>2,128,409.88</b>	<b>2,548,956.91</b>	<b>-420,547.03</b>	<b>-16.50%</b>

Prior-Year Comparative Income Statement

For the Period Ending 08/31/2025

**Fund Summary**

Fund	2025-2026	2024-2025	Aug. Variance		2025-2026	2024-2025	YTD Variance	
	Aug. Activity	Aug. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
1 - WATER	629,148.14	734,620.95	-105,472.81	-14.36%	1,097,892.65	1,327,982.64	-230,089.99	-17.33%
2 - SEWER	424,508.68	618,350.79	-193,842.11	-31.35%	1,030,517.23	1,220,974.27	-190,457.04	-15.60%
<b>Total Surplus (Deficit):</b>	<b>1,053,656.82</b>	<b>1,352,971.74</b>	<b>-299,314.92</b>	<b>-22.12%</b>	<b>2,128,409.88</b>	<b>2,548,956.91</b>	<b>-420,547.03</b>	<b>-16.50%</b>



Table with columns: Account, Name, Current Year Balance, Prior Year Balance, Variance Favorable / (Unfavorable). Rows include categories like CASH-DEMAND DEPOSITS, INVESTMENTS, ACCOUNTS RECEIVABLE, DUE FROM OTHER FUNDS, OTHER CURRENT ASSETS, and RESTRICTED FUNDS.

Balance Sheet

As Of 08/31/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
<a href="#">1-0501.00</a>	DEPRECIATION MONEY FUND	208,606.75	296,190.18	-87,583.43
<a href="#">1-0502.00</a>	ACCESS/IMPACT FEES-SIMMONS	439,022.35	963,084.81	-524,062.46
<a href="#">1-0512.14</a>	REGIONS BANK - DEBT - 2012	759,420.48	717,897.79	41,522.69
<a href="#">1-0516.14</a>	REGIONS BANK - DEBT - 2016	416,572.87	391,764.90	24,807.97
<b>Total GLCategory 050 - RESTRICTED FUNDS:</b>		<b>1,964,457.08</b>	<b>2,662,011.43</b>	<b>-697,554.35</b>
<b>GLCategory: 060 - INVENTORY</b>				
<a href="#">1-0600.00</a>	INVENTORY	928,361.19	906,995.27	21,365.92
<b>Total GLCategory 060 - INVENTORY:</b>		<b>928,361.19</b>	<b>906,995.27</b>	<b>21,365.92</b>
<b>GLCategory: 080 - PROPERTY PLANT &amp; EQUIPMENT</b>				
<a href="#">1-0800.00</a>	OFFICE EQUIPMENT	715,697.86	661,532.97	54,164.89
<a href="#">1-0800.01</a>	VEHICLES	1,377,894.81	1,067,531.88	310,362.93
<a href="#">1-0800.02</a>	SHOP EQUIPMENT & TOOLS	48,257.16	48,257.16	0.00
<a href="#">1-0800.03</a>	FIELD EQUIPMENT	997,758.97	986,760.52	10,998.45
<a href="#">1-0800.04</a>	COMMUNICATION EQUIPMENT	33,931.97	33,931.97	0.00
<a href="#">1-0800.05</a>	PUMPING EQUIPMENT	106,334.58	97,327.91	9,006.67
<a href="#">1-0800.08</a>	WATER METERS	5,868,732.99	5,229,714.61	639,018.38
<a href="#">1-0800.09</a>	WATER SERVICES	1,378,630.38	1,378,630.38	0.00
<a href="#">1-0800.10</a>	WATER TOWERS	13,355,185.87	13,510,750.00	-155,564.13
<a href="#">1-0800.11</a>	MAIN LINE	66,240,200.20	61,354,793.69	4,885,406.51
<a href="#">1-0800.13</a>	STRUCTURES & PARKING LOT	1,769,967.81	1,764,481.50	5,486.31
<a href="#">1-0800.14</a>	LAND	273,619.89	273,619.89	0.00
<a href="#">1-0800.15</a>	EASEMENTS	462,045.70	462,045.70	0.00
<a href="#">1-0800.20</a>	CONTRIBUTED MAIN LINE	70,089,182.20	65,433,483.93	4,655,698.27
<a href="#">1-0800.25</a>	CONSTRUCTION IN PROGRESS	2,934,941.64	5,173,124.12	-2,238,182.48
<a href="#">1-0800.50</a>	ACCM DEPR-OFFICE EQUIPMENT	-531,418.42	-480,869.49	-50,548.93
<a href="#">1-0800.51</a>	ACCM DEPR-VEHICLES	-647,825.28	-532,666.34	-115,158.94
<a href="#">1-0800.52</a>	ACCM DEPR-SHOP EQUIP/TOOLS	-47,401.13	-47,189.73	-211.40
<a href="#">1-0800.53</a>	ACCM DEPR-FIELD EQUIPMENT	-723,145.92	-680,372.27	-42,773.65
<a href="#">1-0800.54</a>	ACCM DEPR-COMMUNICATION EQUIPME	-32,657.13	-29,772.66	-2,884.47
<a href="#">1-0800.55</a>	ACCM DEPR-PUMPING EQUIP	-77,373.89	-70,051.95	-7,321.94
<a href="#">1-0800.58</a>	ACCM DEPR-WATER METERS	-1,205,588.74	-1,379,445.71	173,856.97
<a href="#">1-0800.59</a>	ACCM DEPR-WATER SERVICE	-1,364,971.23	-1,356,847.45	-8,123.78
<a href="#">1-0800.60</a>	ACCM DEPR-WATER TOWERS	-6,013,219.95	-5,815,803.86	-197,416.09
<a href="#">1-0800.61</a>	ACCM DEPR-MAINLINE	-23,534,879.12	-22,287,864.86	-1,247,014.26
<a href="#">1-0800.63</a>	ACCM DEPR-STRUCTURE/PARK	-1,437,976.71	-1,373,617.22	-64,359.49
<a href="#">1-0800.80</a>	ACCM DEPR-CONTRIBUTED MAIN LINE	-16,023,942.82	-14,641,423.45	-1,382,519.37
<b>Total GLCategory 080 - PROPERTY PLANT &amp; EQUIPMENT:</b>		<b>114,011,981.69</b>	<b>108,780,061.24</b>	<b>5,231,920.45</b>
<b>GLCategory: 081 - INTANGIBLE ASSETS</b>				
<a href="#">1-0810.02</a>	ROU SUBSCRIPTION ASSET	1,134,932.00	1,134,932.00	0.00
<a href="#">1-0810.52</a>	ACCM AMORT-ROU SUBSCRIPTION ASSET	-741,114.00	-551,960.00	-189,154.00
<b>Total GLCategory 081 - INTANGIBLE ASSETS:</b>		<b>393,818.00</b>	<b>582,972.00</b>	<b>-189,154.00</b>
<b>GLCategory: 090 - DEFERRED OUTFLOWS/PENSION ASSETS</b>				
<a href="#">1-0900.14</a>	DEFERRED OUTFLOWS/PENSIONS	885,776.02	1,026,394.04	-140,618.02
<b>Total GLCategory 090 - DEFERRED OUTFLOWS/PENSION ASSETS:</b>		<b>885,776.02</b>	<b>1,026,394.04</b>	<b>-140,618.02</b>
<b>Total ** ASSETS &amp; DEFERRED OUTFLOWS**:</b>		<b>152,577,252.21</b>	<b>144,117,490.75</b>	<b>8,459,761.46</b>
<b>Total Assets:</b>		<b>152,577,252.21</b>	<b>144,117,490.75</b>	<b>8,459,761.46</b>

Liability

**\*\* LIABILITIES & DEFERRED INFLOWS \*\***

**GLCategory: 100 - ACCOUNTS PAYABLE**

<a href="#">1-1100.00</a>	ACCOUNTS PAYABLE-TRADE	988,699.85	1,794,960.64	806,260.79
<a href="#">1-1100.02</a>	ACCOUNTS PAYABLE-ORION WASTE SOLU	444,358.51	428,158.75	-16,199.76
<a href="#">1-1100.06</a>	CONTRACTOR CASH BONDS PAYABLE	5,000.00	5,000.00	0.00
<a href="#">1-1100.20</a>	FEDERAL INC TAX WITHHELD	-15.47	0.00	15.47
<a href="#">1-1100.21</a>	FICA W/HELD	-20.72	0.00	20.72
<a href="#">1-1100.30</a>	STATE INC TAX WITHHELD	8,911.74	8,258.91	-652.83
<a href="#">1-1100.51</a>	SALES/USE TAX PAYABLE	113,820.89	118,232.05	4,411.16

Balance Sheet

As Of 08/31/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
<a href="#">1-1109.01</a>	MISC PAYROLL DEDUCTIONS	-144.22	-2.85	141.37
<a href="#">1-1109.02</a>	DENTAL & SUPPLEMENTAL INS WITHHELD	1,154.19	629.49	-524.70
<b>Total GLCategory 100 - ACCOUNTS PAYABLE:</b>		<b>1,561,764.77</b>	<b>2,355,236.99</b>	<b>793,472.22</b>
<b>GLCategory: 120 - ACCRUED LIABILITIES</b>				
<a href="#">1-1200.60</a>	WAGES PAYABLE	101,575.56	46,508.21	-55,067.35
<a href="#">1-1200.65</a>	ACCRUED VAC/SICK LEAVE	423,947.00	409,618.89	-14,328.11
<a href="#">1-1200.80</a>	SOFTWARE HOSTING ARRANGEMENT-CIT	0.00	12,136.46	12,136.46
<a href="#">1-1200.81</a>	SOFTWARE HOSTING ARRANGEMENT-TYL	0.00	29,518.55	29,518.55
<a href="#">1-1200.82</a>	ROU SUBSCRIPTION LIABILITY	205,999.00	292,960.00	86,961.00
<a href="#">1-1258.12</a>	2012 BOND PREMIUM	9,964.40	12,356.12	2,391.72
<a href="#">1-1258.16</a>	2016 BOND PREMIUM	295,658.02	325,685.81	30,027.79
<a href="#">1-1278.12</a>	2012/2004 DEF. REFUNDING COSTS	-201,784.43	-250,213.07	-48,428.64
<a href="#">1-1278.16</a>	2016/2006 DEF. REFUNDING COSTS	-77,472.33	-85,340.71	-7,868.38
<a href="#">1-1279.16</a>	2016 PREPAID BOND INSURANCE	-8,882.14	-9,784.34	-902.20
<a href="#">1-1280.12</a>	LONG-TERM BONDS - 2012	4,445,000.00	5,250,000.00	805,000.00
<a href="#">1-1280.16</a>	LONG-TERM BONDS - 2016	10,765,000.00	11,175,000.00	410,000.00
<b>Total GLCategory 120 - ACCRUED LIABILITIES:</b>		<b>15,959,005.08</b>	<b>17,208,445.92</b>	<b>1,249,440.84</b>
<b>GLCategory: 130 - OTHER LIABILITIES</b>				
<a href="#">1-1300.00</a>	METER DEPOSITS	1,482,496.00	1,396,731.00	-85,765.00
<a href="#">1-1300.01</a>	ACCESS/IMPACT FEES	87,825.00	71,565.00	-16,260.00
<a href="#">1-1300.02</a>	ARO DEPOSITS-UB	57,810.00	97,010.00	39,200.00
<b>Total GLCategory 130 - OTHER LIABILITIES:</b>		<b>1,628,131.00</b>	<b>1,565,306.00</b>	<b>-62,825.00</b>
<b>GLCategory: 135 - DUE TO OTHER FUNDS</b>				
<a href="#">1-1350.02</a>	DUE TO SEWER	2,690,684.80	1,295,128.68	-1,395,556.12
<b>Total GLCategory 135 - DUE TO OTHER FUNDS:</b>		<b>2,690,684.80</b>	<b>1,295,128.68</b>	<b>-1,395,556.12</b>
<b>GLCategory: 140 - DEFERRED INFLOWS/PENSION LIABILITIES</b>				
<a href="#">1-1400.00</a>	NET PENSION LIABILITY	2,309,815.73	2,364,515.74	54,700.01
<a href="#">1-1400.14</a>	DEFERRED INFLOWS/PENSIONS	94,437.93	12,989.82	-81,448.11
<b>Total GLCategory 140 - DEFERRED INFLOWS/PENSION LIABILITIES:</b>		<b>2,404,253.66</b>	<b>2,377,505.56</b>	<b>-26,748.10</b>
<b>Total ** LIABILITIES &amp; DEFERRED INFLOWS **:</b>		<b>24,243,839.31</b>	<b>24,801,623.15</b>	<b>557,783.84</b>
<b>Total Liability:</b>		<b>24,243,839.31</b>	<b>24,801,623.15</b>	<b>557,783.84</b>
<b>Equity</b>				
<b>** EQUITY **</b>				
<b>GLCategory: 200 - FUND BALANCE</b>				
<a href="#">1-1900.00</a>	CONTRIBUTED SURPLUS	77,036,913.54	72,381,215.27	4,655,698.27
<a href="#">1-1900.05</a>	EARNED SURPLUS	31,286,776.40	31,286,776.40	0.00
<a href="#">1-2000.00</a>	FUND BALANCE	18,911,830.31	14,319,893.29	4,591,937.02
<b>Total GLCategory 200 - FUND BALANCE:</b>		<b>127,235,520.25</b>	<b>117,987,884.96</b>	<b>9,247,635.29</b>
<b>Total ** EQUITY **:</b>		<b>127,235,520.25</b>	<b>117,987,884.96</b>	<b>9,247,635.29</b>
<b>Total Beginning Equity:</b>		<b>127,235,520.25</b>	<b>117,987,884.96</b>	<b>9,247,635.29</b>
Total Revenue		4,227,059.78	4,175,904.97	51,154.81
Total Expense		3,129,167.13	2,847,922.33	-281,244.80
Revenues Over/(Under) Expenses		1,097,892.65	1,327,982.64	-230,089.99
<b>Total Equity and Current Surplus (Deficit):</b>		<b>128,333,412.90</b>	<b>119,315,867.60</b>	<b>9,017,545.30</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b>152,577,252.21</b>	<b>144,117,490.75</b>	<b>8,459,761.46</b>

Balance Sheet

As Of 08/31/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
<b>Fund: 2 - SEWER</b>				
<b>Assets</b>				
<b>** ASSETS &amp; DEFERRED OUTFLOWS**</b>				
<b>GLCategory: 010 - CASH-DEMAND DEPOSITS</b>				
<a href="#">2-0100.00</a>	PETTY CASH	150.00	150.00	0.00
<a href="#">2-0111.09</a>	SAVINGS-O & M MONEY FUND	3,052,306.85	3,598,738.07	-546,431.22
	<b>Total GLCategory 010 - CASH-DEMAND DEPOSITS:</b>	<b>3,052,456.85</b>	<b>3,598,888.07</b>	<b>-546,431.22</b>
<b>GLCategory: 020 - INVESTMENTS</b>				
<a href="#">2-0215.00</a>	INVESTMENT-O&M	2,048,531.54	0.00	2,048,531.54
<a href="#">2-0215.01</a>	INVESTMENT-O&M	2,033,241.44	694,232.60	1,339,008.84
<a href="#">2-0215.02</a>	INVESTMENT-O&M	2,566,339.47	1,614,805.16	951,534.31
<a href="#">2-0215.03</a>	INVESTMENT-O&M	5,063,860.20	0.00	5,063,860.20
<a href="#">2-0215.04</a>	INVESTMENT-O&M	3,013,620.00	2,013,148.96	1,000,471.04
<a href="#">2-0215.05</a>	INVESTMENT-O&M	3,000,000.00	1,103,750.61	1,896,249.39
<a href="#">2-0215.06</a>	INVESTMENT-O&M	2,573,985.71	0.00	2,573,985.71
<a href="#">2-0215.09</a>	INVESTMENT-O&M	0.00	560,850.05	-560,850.05
<a href="#">2-0215.10</a>	INVESTMENT-O&M	0.00	2,013,148.96	-2,013,148.96
<a href="#">2-0215.11</a>	INVESTMENT-O&M	0.00	1,125,308.22	-1,125,308.22
<a href="#">2-0215.13</a>	INVESTMENT-O&M	0.00	1,117,468.90	-1,117,468.90
<a href="#">2-0215.16</a>	INVESTMENT-O&M	0.00	1,096,375.45	-1,096,375.45
<a href="#">2-0215.18</a>	INVESTMENT-O&M	0.00	1,086,428.09	-1,086,428.09
<a href="#">2-0215.23</a>	INVESTMENT-O&M	0.00	836,082.02	-836,082.02
<a href="#">2-0215.30</a>	INVESTMENT-O&M	0.00	2,013,148.95	-2,013,148.95
<a href="#">2-0215.33</a>	INVESTMENT-O&M	0.00	781,323.45	-781,323.45
<a href="#">2-0215.34</a>	INVESTMENT-O&M	2,017,376.99	2,023,521.87	-6,144.88
	<b>Total GLCategory 020 - INVESTMENTS:</b>	<b>22,316,955.35</b>	<b>18,079,593.29</b>	<b>4,237,362.06</b>
<b>GLCategory: 030 - ACCOUNTS RECEIVABLE</b>				
<a href="#">2-0300.00</a>	ACCTS REC-CUSTOMERS	1,803,347.01	1,653,961.61	149,385.40
<a href="#">2-0300.05</a>	ACCTS REC-OTHER	161,781.90	-1,458,054.20	1,619,836.10
<a href="#">2-0300.06</a>	ACCOUNTS RECEIVABLE-NONBILLED	9,989.11	6,891.70	3,097.41
<a href="#">2-0300.15</a>	ACCTS REC-UNBILLED REVENUE	843,800.00	816,000.00	27,800.00
<a href="#">2-0300.20</a>	ALLOWANCE FOR BAD DEBTS	-332,920.26	-250,012.00	-82,908.26
	<b>Total GLCategory 030 - ACCOUNTS RECEIVABLE:</b>	<b>2,485,997.76</b>	<b>768,787.11</b>	<b>1,717,210.65</b>
<b>GLCategory: 035 - DUE FROM OTHER FUNDS</b>				
<a href="#">2-0350.01</a>	DUE FROM WATER	2,690,684.80	1,295,128.68	1,395,556.12
	<b>Total GLCategory 035 - DUE FROM OTHER FUNDS:</b>	<b>2,690,684.80</b>	<b>1,295,128.68</b>	<b>1,395,556.12</b>
<b>GLCategory: 040 - OTHER CURRENT ASSETS</b>				
<a href="#">2-0400.00</a>	ACCRUED INTEREST	95,190.00	169,000.00	-73,810.00
<a href="#">2-0400.05</a>	PREPAID-WORKMANS COMP	12,854.88	14,796.12	-1,941.24
<a href="#">2-0400.10</a>	PREPAID-INSURANCE	56,138.27	39,673.46	16,464.81
<a href="#">2-0400.15</a>	PREPAID-MAINT CONTRACT	109,594.60	107,839.29	1,755.31
	<b>Total GLCategory 040 - OTHER CURRENT ASSETS:</b>	<b>273,777.75</b>	<b>331,308.87</b>	<b>-57,531.12</b>
<b>GLCategory: 050 - RESTRICTED FUNDS</b>				
<a href="#">2-0501.00</a>	DEPRECIATION MONEY FUND	179,183.42	382,775.19	-203,591.77
<a href="#">2-0502.00</a>	ACCESS/IMPACT FEES-SIMMONS	692,250.84	1,434,782.94	-742,532.10
<a href="#">2-0516.14</a>	REGIONS BANK - DEBT - 2016	1,195,505.33	1,119,903.45	75,601.88
<a href="#">2-0524.14</a>	ADFA - DEBT - 2024	1,258.39	506.76	751.63
	<b>Total GLCategory 050 - RESTRICTED FUNDS:</b>	<b>2,068,197.98</b>	<b>2,937,968.34</b>	<b>-869,770.36</b>
<b>GLCategory: 060 - INVENTORY</b>				
<a href="#">2-0600.00</a>	INVENTORY	143,906.83	135,704.26	8,202.57
	<b>Total GLCategory 060 - INVENTORY:</b>	<b>143,906.83</b>	<b>135,704.26</b>	<b>8,202.57</b>
<b>GLCategory: 080 - PROPERTY PLANT &amp; EQUIPMENT</b>				
<a href="#">2-0800.00</a>	OFFICE EQUIPMENT	706,265.76	647,645.04	58,620.72
<a href="#">2-0800.01</a>	VEHICLES	2,563,239.41	2,069,337.64	493,901.77
<a href="#">2-0800.02</a>	SHOP EQUIPMENT & TOOLS	54,710.97	54,710.97	0.00
<a href="#">2-0800.03</a>	FIELD EQUIPMENT	1,816,590.36	1,677,439.56	139,150.80
<a href="#">2-0800.04</a>	COMMUNICATION EQUIPMENT	73,504.03	61,038.37	12,465.66

Balance Sheet

As Of 08/31/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
<a href="#">2-0800.08</a>	WATER METERS	4,045,822.15	4,837,394.37	-791,572.22
<a href="#">2-0800.12</a>	EASEMENTS	1,141,899.28	1,141,899.28	0.00
<a href="#">2-0800.13</a>	STRUCTURES & PARKING LOT	2,153,948.06	2,132,761.75	21,186.31
<a href="#">2-0800.14</a>	LAND	663,254.36	663,254.36	0.00
<a href="#">2-0800.16</a>	SEWER SYSTEM	56,320,940.85	50,805,256.58	5,515,684.27
<a href="#">2-0800.17</a>	BUILDING 2ND AND PECAN	11,186.38	11,186.38	0.00
<a href="#">2-0800.18</a>	POLLUTION CONTROL FAC.	71,901,103.87	71,657,856.44	243,247.43
<a href="#">2-0800.19</a>	SEWER REHAB.	19,610,144.68	10,185,450.13	9,424,694.55
<a href="#">2-0800.20</a>	CONTRIBUTED SEWER SYSTEM	57,988,854.49	55,536,874.08	2,451,980.41
<a href="#">2-0800.25</a>	CONSTRUCTION IN PROGRESS	12,525,807.64	15,635,527.35	-3,109,719.71
<a href="#">2-0800.50</a>	ACCM DEPR-OFFICE EQUIPMENT	-518,413.72	-474,461.66	-43,952.06
<a href="#">2-0800.51</a>	ACCM DEPR-VEHICLES	-1,338,027.55	-1,427,844.27	89,816.72
<a href="#">2-0800.52</a>	ACCM DEPR-SHOP EQUIP/TOOLS	-54,243.89	-53,137.33	-1,106.56
<a href="#">2-0800.53</a>	ACCM DEPR-FIELD EQUIPMENT	-1,296,026.51	-1,184,350.25	-111,676.26
<a href="#">2-0800.54</a>	ACCM DEPR-COMMUNICATION EQUIPME	-61,724.08	-58,539.43	-3,184.65
<a href="#">2-0800.58</a>	ACCM DEPR-WATER METERS	-1,148,956.33	-1,352,327.29	203,370.96
<a href="#">2-0800.63</a>	ACCM DEPR-STRUCTURE/PARK	-1,598,085.76	-1,511,759.44	-86,326.32
<a href="#">2-0800.66</a>	ACCM DEPR-SEWER SYSTEM	-22,200,464.10	-21,131,444.19	-1,069,019.91
<a href="#">2-0800.69</a>	ACCM DEPR-BLDG 2ND PECAN	-11,186.38	-11,185.20	-1.18
<a href="#">2-0800.70</a>	ACCM DEPR-POLL. CONTROL	-37,769,282.66	-34,834,426.60	-2,934,856.06
<a href="#">2-0800.71</a>	ACCM DEPR-SEWER REHAB	-1,788,733.23	-1,543,523.04	-245,210.19
<a href="#">2-0800.80</a>	ACCM DEPR-CONTRIBUTED SEWER SYSTEI	-14,514,310.10	-13,358,768.06	-1,155,542.04
<b>Total GLCategory 080 - PROPERTY PLANT &amp; EQUIPMENT:</b>		<b>149,277,817.98</b>	<b>140,175,865.54</b>	<b>9,101,952.44</b>
<b>GLCategory: 081 - INTANGIBLE ASSETS</b>				
<a href="#">2-0810.01</a>	SOFTWARE PERPETUAL LICENSE	60,230.00	60,230.00	0.00
<a href="#">2-0810.02</a>	ROU SUBSCRIPTION ASSET	1,134,932.00	1,134,932.00	0.00
<a href="#">2-0810.51</a>	ACCM AMORT-SOFTWARE PERPETUAL LIC	-43,500.00	-15,059.00	-28,441.00
<a href="#">2-0810.52</a>	ACCM AMORT-ROU SUBSCRIPTION ASSET	-741,114.00	-551,960.00	-189,154.00
<b>Total GLCategory 081 - INTANGIBLE ASSETS:</b>		<b>410,548.00</b>	<b>628,143.00</b>	<b>-217,595.00</b>
<b>GLCategory: 090 - DEFERRED OUTFLOWS/PENSION ASSETS</b>				
<a href="#">2-0900.14</a>	DEFERRED OUTFLOWS/PENSION	1,327,501.99	1,565,814.54	-238,312.55
<b>Total GLCategory 090 - DEFERRED OUTFLOWS/PENSION ASSETS:</b>		<b>1,327,501.99</b>	<b>1,565,814.54</b>	<b>-238,312.55</b>
<b>Total ** ASSETS &amp; DEFERRED OUTFLOWS**:</b>		<b>184,047,845.29</b>	<b>169,517,201.70</b>	<b>14,530,643.59</b>
<b>Total Assets:</b>		<b>184,047,845.29</b>	<b>169,517,201.70</b>	<b>14,530,643.59</b>

Liability

**\*\* LIABILITIES & DEFERRED INFLOWS \*\***

**GLCategory: 100 - ACCOUNTS PAYABLE**

<a href="#">2-1100.00</a>	ACCOUNTS PAYABLE-TRADE	871,075.42	0.00	-871,075.42
<a href="#">2-1100.20</a>	FEDERAL INC TAX WITHHELD	0.00	-584.97	-584.97
<a href="#">2-1100.21</a>	FICA W/HELD	0.00	-1,401.44	-1,401.44
<a href="#">2-1100.30</a>	STATE INC TAX WITHHELD	12,510.56	11,408.47	-1,102.09
<a href="#">2-1109.01</a>	MISC PAYROLL DEDUCTIONS	-1,888.81	-1,705.68	183.13
<a href="#">2-1109.02</a>	DENTAL & SUPPLEMENTAL INS WITHHELD	279.15	637.71	358.56
<b>Total GLCategory 100 - ACCOUNTS PAYABLE:</b>		<b>881,976.32</b>	<b>8,354.09</b>	<b>-873,622.23</b>

**GLCategory: 120 - ACCRUED LIABILITIES**

<a href="#">2-1200.60</a>	WAGES PAYABLE	146,000.28	66,084.71	-79,915.57
<a href="#">2-1200.65</a>	ACCRUED VAC/SICK LEAVE	469,006.00	520,103.47	51,097.47
<a href="#">2-1200.80</a>	SOFTWARE HOSTING ARRANGEMENT-CIT	0.00	33,382.79	33,382.79
<a href="#">2-1200.81</a>	SOFTWARE HOSTING ARRANGEMENT-TYL	0.00	29,518.55	29,518.55
<a href="#">2-1200.82</a>	ROU SUBSCRIPTION LIABILITY	205,999.00	292,960.00	86,961.00
<a href="#">2-1258.16</a>	2016 BOND PREMIUM	405,514.62	516,109.50	110,594.88
<a href="#">2-1278.16</a>	2016/2007 DEF. REFUNDING GAIN	141,584.86	180,199.18	38,614.32
<a href="#">2-1279.16</a>	2016 PREPAID BOND INSURANCE	-5,785.89	-7,232.61	-1,446.72
<a href="#">2-1280.16</a>	LONG-TERM BONDS - 2016	4,470,000.00	5,735,000.00	1,265,000.00
<a href="#">2-1280.24</a>	LONG-TERM BONDS - 2024	5,528,026.12	1,156,467.19	-4,371,558.93
<b>Total GLCategory 120 - ACCRUED LIABILITIES:</b>		<b>11,360,344.99</b>	<b>8,522,592.78</b>	<b>-2,837,752.21</b>

Balance Sheet

As Of 08/31/2025

Account	Name	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
<b>GLCategory: 130 - OTHER LIABILITIES</b>				
<a href="#">2-1101.02</a>	FSA WITHHOLDING	0.00	189.30	189.30
<a href="#">2-1300.01</a>	ACCESS/IMPACT FEES	145,580.00	80,670.00	-64,910.00
<a href="#">2-1300.02</a>	ARO DEPOSITS-UB	650.00	4,250.00	3,600.00
	<b>Total GLCategory 130 - OTHER LIABILITIES:</b>	<b>146,230.00</b>	<b>85,109.30</b>	<b>-61,120.70</b>
<b>GLCategory: 135 - DUE TO OTHER FUNDS</b>				
<a href="#">2-1350.01</a>	DUE TO WATER	2,184,521.72	1,655,637.50	-528,884.22
	<b>Total GLCategory 135 - DUE TO OTHER FUNDS:</b>	<b>2,184,521.72</b>	<b>1,655,637.50</b>	<b>-528,884.22</b>
<b>GLCategory: 140 - DEFERRED INFLOWS/PENSION LIABILITIES</b>				
<a href="#">2-1400.00</a>	NET PENSION LIABILITY	3,605,829.27	3,719,962.26	114,132.99
<a href="#">2-1400.14</a>	DEFERRED INFLOWS/PENSION	147,426.07	20,436.18	-126,989.89
	<b>Total GLCategory 140 - DEFERRED INFLOWS/PENSION LIABILITIES:</b>	<b>3,753,255.34</b>	<b>3,740,398.44</b>	<b>-12,856.90</b>
	<b>Total ** LIABILITIES &amp; DEFERRED INFLOWS **:</b>	<b>18,326,328.37</b>	<b>14,012,092.11</b>	<b>-4,314,236.26</b>
	<b>Total Liability:</b>	<b>18,326,328.37</b>	<b>14,012,092.11</b>	<b>-4,314,236.26</b>
<b>Equity</b>				
<b>** EQUITY **</b>				
<b>GLCategory: 200 - FUND BALANCE</b>				
<a href="#">2-1900.00</a>	CONTRIBUTED SURPLUS	64,991,501.44	62,539,521.03	2,451,980.41
<a href="#">2-1900.05</a>	EARNED SURPLUS	72,452,821.60	72,452,821.60	0.00
<a href="#">2-2000.00</a>	FUND BALANCE	27,246,676.65	19,291,792.69	7,954,883.96
	<b>Total GLCategory 200 - FUND BALANCE:</b>	<b>164,690,999.69</b>	<b>154,284,135.32</b>	<b>10,406,864.37</b>
	<b>Total ** EQUITY **:</b>	<b>164,690,999.69</b>	<b>154,284,135.32</b>	<b>10,406,864.37</b>
	<b>Total Beginning Equity:</b>	<b>164,690,999.69</b>	<b>154,284,135.32</b>	<b>10,406,864.37</b>
	Total Revenue	3,881,767.88	3,511,144.45	370,623.43
	Total Expense	2,851,250.65	2,290,170.18	-561,080.47
	<b>Revenues Over/(Under) Expenses</b>	<b>1,030,517.23</b>	<b>1,220,974.27</b>	<b>-190,457.04</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>165,721,516.92</b>	<b>155,505,109.59</b>	<b>10,216,407.33</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b>184,047,845.29</b>	<b>169,517,201.70</b>	<b>14,530,643.59</b>

**WATER CASH RECEIPTS  
AUG 2025**

CASH RECEIPTS	\$1,797,963.77
ACCTS RECEIVABLE OTHER	\$171,308.17
METER DEPOSITS	\$3,733.31
SERVICE CHG/PENALTIES	\$52,016.14
FEES	\$13,261.54
MISCELLANEOUS	\$10,434.38
UNAPPLIED CREDITS	-\$64,365.36
TRASH	\$443,774.02
DEPRECIATION	\$98,017.32
<b>TOTAL</b>	<u><u>\$2,526,143.29</u></u>

REVENUE BILLED AUG 2025		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$877,722.49	28,775	150,587,100
RESIDENTIAL IRRIG	\$366,611.33	5,708	71,115,300
COMMERCIAL	\$602,482.57	3,340	129,986,500
INDUSTRIAL	\$201,633.69	47	54,894,300
HYDRANTS	\$1,209.12		
FIRE LINES	\$11,940.00		
ARO	\$103,625.17		834,411
PENALTY	\$36,248.01		
SERVICE CHARGE	\$22,320.00		
NEW CUSTOMER FEES	\$7,025.00		
<b>TOTAL</b>	<u><u>\$2,230,817.38</u></u>	<u><u>37,870</u></u>	<u><u>407,417,611</u></u>

**REVENUE BILLED AUG 2024**

RESIDENTIAL	\$845,059.03	27,956	150,249,900
RESIDENTIAL IRRIG	\$384,166.21	5,424	78,382,300
COMMERCIAL	\$571,493.00	3,235	129,692,300
INDUSTRIAL	\$183,076.09	48	51,600,400
HYDRANTS	\$1,218.58		
FIRE LINES	\$11,420.00		
ARO	\$71,962.86		1,605,883
PENALTY	\$41,542.79		
SERVICE CHARGE	\$19,760.00		
NEW CUSTOMER FEES	\$5,575.00		
<b>TOTAL</b>	<u><u>\$2,135,274</u></u>	<u><u>36,663</u></u>	<u><u>411,530,783</u></u>

INCREASE (DECREASE)	\$95,543.82	1,207	-4,113,172
CHANGE FROM 2024	4.5%	3.3%	-1.0%

RES/COM/IND INCR (DECR)	\$64,655.75
CHANGE FROM 2024	3.3%

<b>PURCHASE FROM BEAVER WATER DISTRICT</b>		
AUG 2025	\$729,674.77	436,931,000
AUG 2024	\$677,977.30	440,245,000

<b>CITY OF ROGERS METERED CONSUMPTION</b>	
AUG 2025	11,381,200
AUG 2024	9,452,600

**SEWER CASH RECEIPTS  
AUG 2025**

CASH RECEIPTS	\$1,505,781.05
ACCTS RECEIVABLE OTHER	\$118,690.64
SERVICE CHG/PENALTIES	\$30,355.27
FEES	\$25,442.11
MISCELLANEOUS	\$3,018.63
DEPRECIATION	<u>\$79,251.63</u>
	<u><u>\$1,762,539.33</u></u>

O&M	\$1,683,287.70
DEPRECIATION	<u>\$79,251.63</u>
	<u><u>\$1,762,539.33</u></u>

REVENUE BILLED AUG 2025		CUSTOMERS	CONSUMPTION
RESIDENTIAL	\$1,073,949.21	24,702	120,737,300
COMMERCIAL	\$375,734.95	2,178	61,267,100
INDUSTRIAL	\$294,998.22	33	51,632,800
ARO	\$165,090.64		
PENALTY/SURCHARGES	\$35,379.14		
NEW CUSTOMER FEES	\$7,980.00		
TOTAL	<u>\$1,953,132.16</u>	<u>26,913</u>	<u>233,637,200</u>

REVENUE BILLED AUG 2024			
RESIDENTIAL	\$1,008,957.06	23,911	115,494,900
COMMERCIAL	\$337,465.77	2,109	57,467,500
INDUSTRIAL	\$267,101.89	33	48,178,300
ARO	\$64,539.96		
PENALTY/SURCHARGES	\$39,151.61		
NEW CUSTOMER FEES	\$6,330.00		
TOTAL	<u>\$1,723,546.29</u>	<u>26,053</u>	<u>221,140,700</u>

INCREASE (DECREASE)	\$229,585.87	860	12,496,500
CHANGE FROM 2024	13.3%	3.3%	5.7%
RES/COM/IND INCR (DECR)	\$131,157.66		
CHANGE FROM 2024	8.1%		

**ROGERS WATER UTILITIES  
SCHEDULE OF FUNDS  
Aug 31, 2025**

	UNRESTRICTED	RESTRICTED					TOTAL RESTRICTED	GRAND TOTAL	AUG 2024			Variance
		Meter Deposits	Debt Reserve	Access/ Impact Fees	Depreci- ation				UNRESTRICTED	TOTAL RESTRICTED	GRAND TOTAL	
<b>WATER</b>												
Petty Cash	\$ 1,625					\$ -	\$ 1,625	\$ 1,625	-	\$ 1,625	\$ -	
Checking-AP Payroll	58,698					-	58,698	96,423	-	96,423	(37,725)	
Checking-CC Acct at FNB	1,267,635					-	1,267,635	898,743	-	898,743	368,892	
Savings-Utility Money Fund	9,479,739					-	9,479,739	5,796,632	-	5,796,632	3,683,108	
Savings-Depr Money Fund	-				208,607	208,607	208,607	-	296,190	296,190	(87,583)	
Savings-O&M Money Fund	1,054,789					-	1,054,789	1,555,696	-	1,555,696	(500,907)	
Access/Impact Fees-Simmons	-			439,022		439,022	439,022	-	963,085	963,085	(524,062)	
Investments-CD's	15,280,753	1,399,092				1,399,092	16,679,845	12,704,897	3,761,423	16,466,320	213,525	
Checking-Meter Deposits	-	140,835				140,835	140,835	-	293,074	293,074	(152,239)	
Regions Bank-2012 Bonds	-		759,420			759,420	759,420	-	717,898	717,898	41,523	
Regions Bank-2016 Bonds	-		416,573			416,573	416,573	-	391,765	391,765	24,808	
<b>TOTAL WATER</b>	<b>\$ 27,143,240</b>	<b>\$ 1,539,927</b>	<b>\$ 1,175,993</b>	<b>\$ 439,022</b>	<b>\$ 208,607</b>	<b>\$ 3,363,549</b>	<b>\$ 30,506,789</b>	<b>\$ 21,054,017</b>	<b>\$ 6,423,434</b>	<b>\$ 27,477,451</b>	<b>3,029,338</b>	
Minimum Reserves	39.4% 10,704,000	1,482,496	-	-	-	1,482,496	12,186,496			14,459,000		
Total Above Minimums	60.6% \$ 16,439,240	\$ 57,431	\$ 1,175,993	\$ 439,022	\$ 208,607	\$ 1,881,053	\$ 18,320,293			\$ 13,018,451		
<b>SEWER</b>												
Petty Cash	\$ 150					\$ -	\$ 150	\$ 150	-	\$ 150	\$ -	
Savings-Depr Money Fund	-				179,183	179,183	179,183	-	382,775	382,775	(203,592)	
Savings-O&M Money Fund	3,052,307					-	3,052,307	3,598,738	-	3,598,738	(546,431)	
Access/Impact Fees-Simmons	-			692,251		692,251	692,251	-	1,434,783	1,434,783	(742,532)	
Investments-CD's	22,316,955					-	22,316,955	18,079,593	-	18,079,593	4,237,362	
ADFA-2024 Bond	-		1,258			1,258	1,258	-	507	507	752	
Regions Bank-2016 Bonds	-		1,195,505			1,195,505	1,195,505	-	1,119,903	1,119,903	75,602	
<b>TOTAL SEWER</b>	<b>\$ 25,369,412</b>	<b>\$ -</b>	<b>\$ 1,196,764</b>	<b>\$ 692,251</b>	<b>\$ 179,183</b>	<b>\$ 2,068,198</b>	<b>\$ 27,437,610</b>	<b>\$ 21,678,481</b>	<b>\$ 2,937,968</b>	<b>\$ 24,616,450</b>	<b>2,821,160</b>	
Minimum Reserves	35.7% 9,049,000	-	-	-	-	-	9,049,000			14,856,000		
Total Above Minimums	64.3% \$ 16,320,412	\$ -	\$ 1,196,764	\$ 692,251	\$ 179,183	\$ 2,068,198	\$ 18,388,610			\$ 9,760,450		
<b>GRAND TOTAL</b>	<b>\$ 52,512,653</b>	<b>\$ 1,539,927</b>	<b>\$ 2,372,757</b>	<b>\$ 1,131,273</b>	<b>\$ 387,790</b>	<b>\$ 5,431,747</b>	<b>\$ 57,944,400</b>	<b>\$ 42,732,498</b>	<b>\$ 9,361,403</b>	<b>\$ 52,093,901</b>	<b>5,850,499</b>	

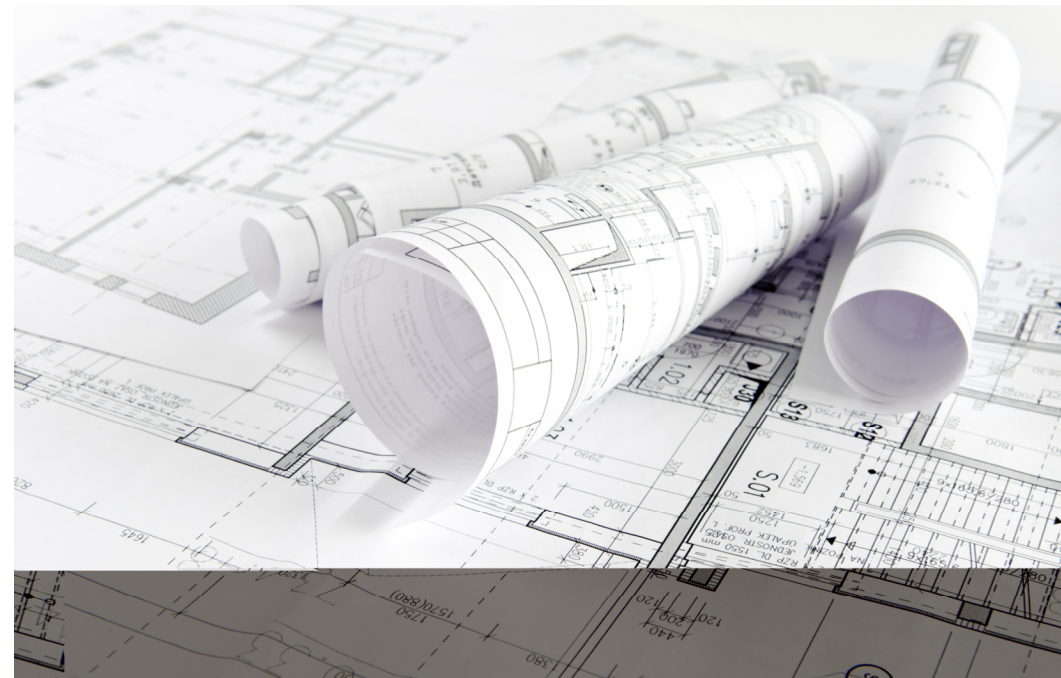
**ROGERS WATER UTILITIES: UNACCOUNTED WATER**

MONTH	RESIDENTIAL GALLONS	COMMERCIAL GALLONS	INDUSTRIAL GALLONS	HYDRANT MTR RENTAL GALLONS	WATER LINE BREAK GALLONS	AR BILLED METERED	MISC USAGE	TOTAL GALLONS	PURCHASED GALLONS	% LOST	LAST 12 MOS TOTAL GALLONS	LAST 12 MOS PURCHASED GALLONS	AVG. MONTH LOST WATER PRIOR 12 MOS
JUL 24	201,253,400	109,681,900	44,135,700	1,529,851	6,100		4,978,662	361,585,613	423,060,000	14.5%	3,589,549,903	3,853,265,000	6.8%
AUG 24	228,632,200	129,692,300	51,600,400	1,605,883	0		5,898,017	417,428,800	440,245,000	5.2%	3,609,558,216	3,869,902,000	6.7%
SEP 24	209,044,700	129,425,800	48,618,300	1,133,152	0		7,342,925	395,564,877	399,468,000	1.0%	3,606,104,753	3,907,919,000	7.7%
OCT 24	197,815,900	119,097,600	45,702,800	2,457,300	0	247,291	28,067,472	393,388,363	397,489,000	1.0%	3,682,963,175	3,994,166,000	7.8%
NOV 24	162,492,500	105,504,300	42,202,000	547,300	0	65,619	26,673,538	337,485,257	275,320,000	-22.6%	3,756,470,194	4,025,699,000	6.7%
DEC 24	119,405,800	69,036,700	42,210,800	336,349	267,373	32,708	21,824,320	253,114,050	260,357,000	2.8%	3,784,240,284	4,043,747,000	6.4%
JAN 25	117,819,600	67,362,300	40,581,200	181,500	59,208	28,730	4,620,047	230,652,585	267,010,000	13.6%	3,792,118,692	4,045,555,000	6.3%
FEB 25	116,310,100	68,405,000	37,112,900	267,940	47,325	166,875	6,920,646	229,230,786	237,446,000	3.5%	3,779,310,440	4,029,149,000	6.2%
MAR 25	109,893,700	66,300,200	39,158,600	376,600	0	219,309	6,442,733	222,391,142	262,923,000	15.4%	3,791,259,107	4,038,158,000	6.1%
APR 25	114,462,200	73,926,000	40,400,000	566,200	0	93,562	3,001,061	232,449,023	271,156,000	14.3%	3,675,404,379	3,918,573,000	6.2%
MAY 25	134,734,000	80,683,600	41,017,700	1,228,500	0	184,697	3,781,490	261,629,987	313,137,000	16.4%	3,662,422,026	3,925,291,000	6.7%
JUN 25	142,575,258	93,588,500	44,843,500	638,000	7,322	71,634	3,279,400	285,003,614	336,821,000	15.4%	3,619,924,098	3,884,432,000	6.8%
JUL 25	173,091,502	106,414,000	46,920,700	928,203	1,500	215,602	2,826,779	330,398,286	410,296,000	19.5%	3,588,736,771	3,871,668,000	7.3%
AUG 25	221,702,400	129,986,500	54,894,300	714,800	85,102	34,509	1,684,329	409,101,940	436,931,000	6.4%	3,580,409,911	3,868,354,000	7.4%
SEP 25								-					
OCT 25								-					
NOV 25								-					
DEC 25								-					

**ANNUAL TOTALS**

1996	1,033,147,700	378,946,600	646,243,600				40,833,456	2,099,171,356	2,374,167,000	12%			
1997	1,017,742,400	335,996,200	695,610,300				68,958,900	2,118,307,800	2,388,301,000	11%			
1998	1,177,425,800	346,184,000	694,663,700				68,430,958	2,286,704,458	2,519,861,000	9%			
1999	1,165,475,900	370,893,600	627,120,700				45,076,413	2,208,566,613	2,485,559,000	11%			
2000	1,194,969,900	390,911,800	574,602,400				58,711,543	2,219,195,643	2,493,792,000	11%			
2001	1,202,600,800	403,707,700	579,445,500				51,102,682	2,236,856,682	2,503,182,000	11%			
2002	1,233,191,500	441,953,900	613,014,500				80,165,443	2,368,325,343	2,622,997,000	10%			
2003	1,277,794,600	495,897,700	601,934,800				68,067,878	2,443,694,978	2,749,160,000	11%			
2004	1,274,534,100	499,435,200	608,668,100				93,809,002	2,476,446,402	2,772,906,000	11%			
2005	1,422,636,600	558,104,400	602,642,000				126,300,558	2,709,683,558	3,022,519,000	10%			
2006	1,499,064,700	617,313,100	596,850,100				144,167,033	2,857,394,933	3,178,011,000	10%			
2007	1,383,481,700	622,496,900	599,424,900				176,409,977	2,781,813,477	3,109,083,000	11%			
2008	1,273,620,400	594,752,700	603,791,900				152,922,688	2,625,087,688	2,953,139,000	11%			
2009	1,315,205,700	580,440,100	521,371,600				135,666,469	2,552,683,869	2,787,670,000	8%			
2010	1,443,799,600	638,199,600	516,194,000				96,577,502	2,694,770,702	3,022,614,000	11%			
2011	1,517,844,800	663,668,200	530,469,800				78,272,859	2,790,255,659	3,127,474,000	11%			
2012	1,688,130,600	760,644,700	491,108,500				99,329,864	3,039,213,664	3,355,086,000	9%			
2013	1,494,327,200	702,752,000	431,137,100				94,617,419	2,722,833,719	3,102,856,000	12%			
2014	1,480,643,800	698,320,800	397,758,200				75,320,430	2,652,043,230	3,043,700,000	13%			
2015	1,501,611,900	688,970,600	383,107,000				83,742,677	2,657,432,177	3,124,838,000	15%			
2016	1,505,181,300	740,265,900	415,037,400				85,587,177	2,746,071,777	3,256,967,000	16%			
2017	1,535,436,100	813,428,400	437,697,600				76,968,233	2,863,530,333	3,369,048,000	15%			
2018	1,624,960,900	836,002,900	413,984,900				105,889,347	2,980,838,047	3,521,110,000	15%			
2019	1,486,422,600	806,846,600	423,280,300				153,815,217	2,870,364,717	3,439,437,700	17%			
2020	1,713,595,800	820,770,600	434,621,800				104,783,943	3,073,772,143	3,645,564,000	16%			
2021	1,695,648,100	887,558,800	472,881,100				397,111,756	3,453,199,756	3,927,080,000	12%			
2022	1,820,144,761	988,664,100	491,817,500				278,664,535	3,579,290,896	3,902,219,000	8%			
2023	1,748,118,870	1,061,709,296	450,087,900	15,554,430	4,244,833		173,371,734	3,453,087,063	3,670,967,000	6%			
2024	1,853,684,400	1,091,692,900	508,221,200	11,912,916	284,111	345,618	318,099,139	3,784,240,284	4,043,747,000	6%			
2025 YTD	1,130,588,760	686,666,100	344,928,900	4,901,743	200,457	1,014,918	32,556,485	2,200,857,363	2,535,720,000	13%			

Engineering Report  
Brian Sartain, Utility Engineer  
9/15/25





# Pipe School

Engineering and field operations collaborated to host “Pipe School” with groups of young design professionals from engineering firms Olsson, Crafton Tull, and CEI. We gave classroom instruction, field demonstrations, and “show and tell” to provide them with a better understanding of the construction, maintenance, and operations practices in the systems that they design.





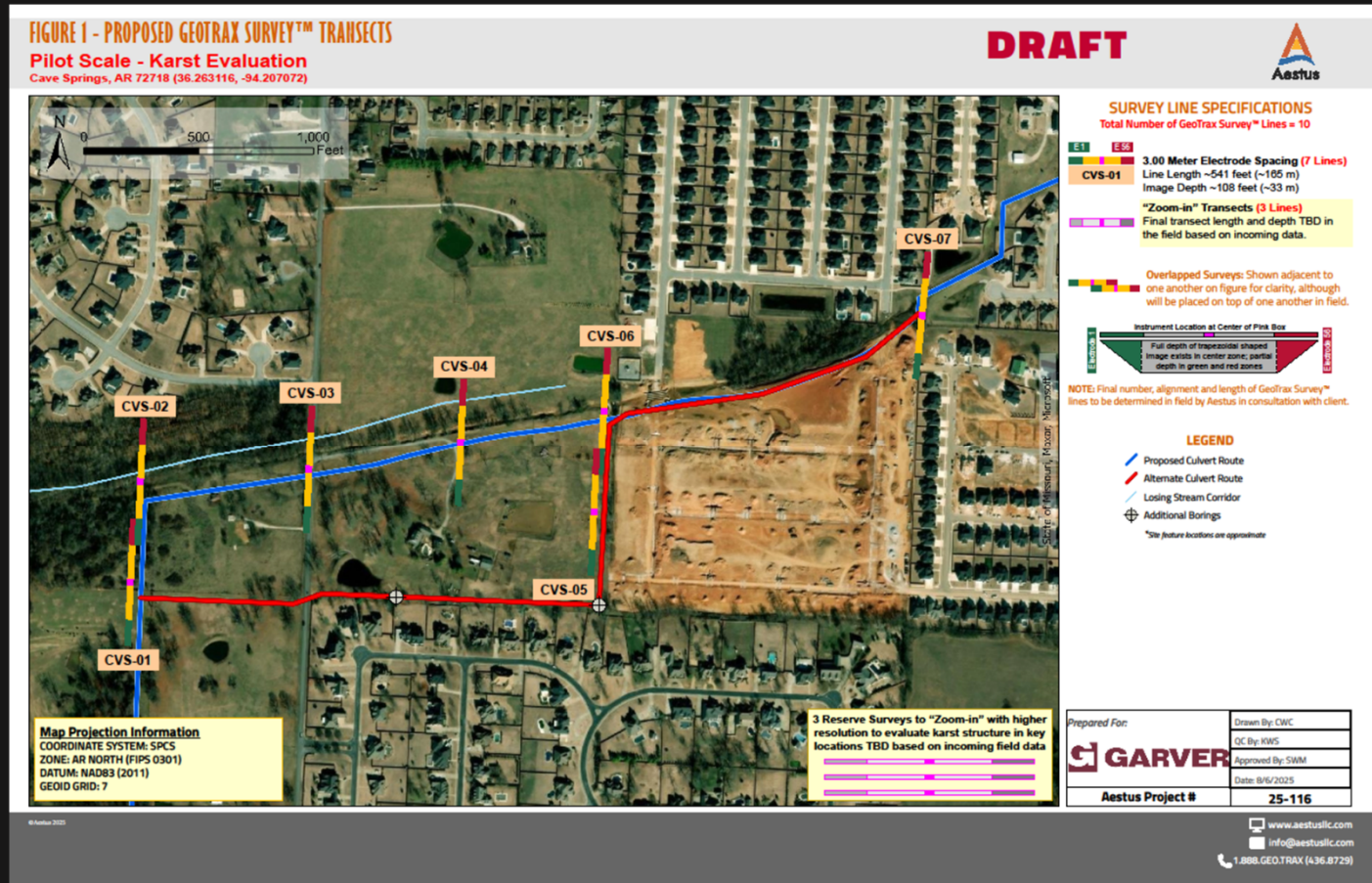
# Western Transmission Main Update

We are in the easement appraisals process on the southern portion of the project, and are anticipating a design amendment from Garver for the final stages of design.

A portion of the northern water main alignment runs through a critical recharge zone for cave spring.

We plan to purchase mitigation credits to limit impacts to the project should minor karst features be uncovered.

To further mitigate the risk of impacting subsurface features, we are investigating subsurface imaging by electrical resistivity scanning.







# Project Status

## Pre-Design / Concept

- RPCF Capacity Improvement Project
- Mt. Hebron Interconnection / Metering Station
- RWU Field Operations Facility Planning

## In Design

- Sewer Flow Monitoring Plan
- Blossom Way Sewer Emergency Repairs
- Sewer Model Update
- Veterans Park / Beacon Cir. Sewer Improvements
- ArDOT – Hwy 112 Widening
- Western Corridor Water Transmission Main
- Sanitary Sewer Improvements – Chateau Dr. to 24th
- Hwy 12 E Waterline Replacement
- Blossom Way Sewer (Pauline Whitaker to Dixieland)
- Blossom Way Trib 2 Sewer Improvements

## Out to Bid

- None

## Bids Received

- S. 4<sup>th</sup> St. Water & Sewer Improvements
- Blossom Way Sewer Lining (Emergency Repair)
- RWU Asphalt Rehab / Repair

## Under Construction

- Sewer Flow Monitoring Plan
- Field Operations Equipment Shed Replacement
- Lakewood / Biltmore Lift Station Generators
- Large meter vault rehabilitation
- 2024 Misc. Waterline Replacements
- RPCF Solids Handling Ph.II
- 5<sup>th</sup> & Walnut Intersection Improvements
- 2025 Manhole Rehab
- 2025 CIPP Sewer Rehab
- W. Poplar St. Improvements – 1<sup>st</sup> to 8<sup>th</sup>
- W. Oak St. Improvements – 52<sup>nd</sup> to Dodson

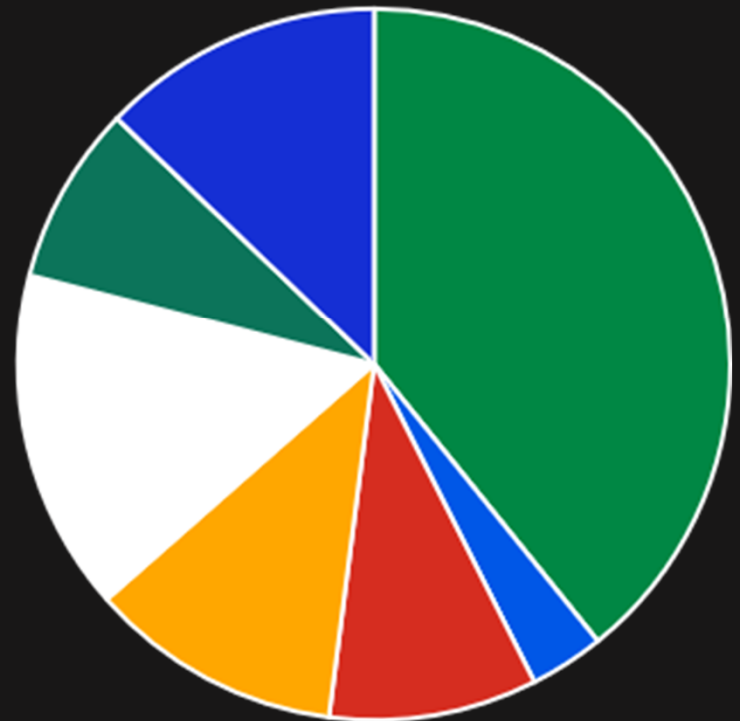
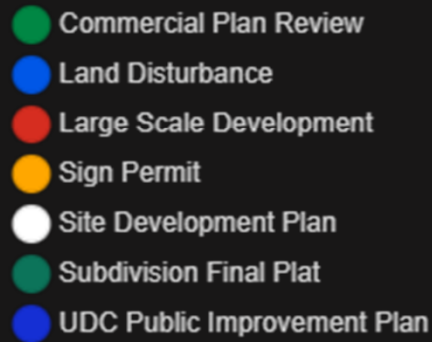
## Completed

- None



# August Plan Review

- 58 Commercial Plan Reviews
  - 24 Site Development Plans
  - 19 UDC Public Improvement Plans
  - 17 Sign Permits
  - 14 Large Scale Developments
  - 12 Subdivision Final Plats
  - 6 Master Plans
  - 6 RWUs
  - 5 Land Disturbances
  - 3 Residential Townhome Plan Reviews
  - 1 Rezoning
  - 1 Variance
- 166 Plan Sets Total



## Completed RWU Reviews Detail for August, 2025

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Commercial Plan Review	Highlands Oncology Group CT Conversion	808 S 52ND ST	8/1/2025 7:52:50AM
Commercial Plan Review	Willow Creek Clubhouse	1819 S 9th St	8/5/2025 1:26:38PM
Commercial Plan Review	Walnut Commons	2660 W WALNUT ST	8/1/2025 8:27:44AM
Commercial Plan Review	anthony suite finish out	2105 S 31ST ST #104	8/1/2025 4:14:45PM
Commercial Plan Review	All Aboard Pediatric Therapy TI	2000 S 42nd St #110	8/4/2025 8:33:05AM
Commercial Plan Review		211 W ELM ST	8/4/2025 8:34:49AM
Commercial Plan Review	Dave's Hot Chicken	1803 S 46TH ST #140	8/6/2025 10:06:14AM
Commercial Plan Review	Pinnacle Springs Retail Building 600 Shell	1795 S 46TH ST	8/5/2025 1:42:11PM
Commercial Plan Review	Mercy Ortho Remodel	1000 S 52ND ST	8/4/2025 2:04:56PM
Commercial Plan Review	Five Below at Pinnacle Hills Promenade	2203 S PROMENADE BLVD #20415	8/5/2025 8:08:41AM
Commercial Plan Review	Protein House	4600 S PINNACLE HILLS PKWY #112	8/6/2025 2:22:06PM
Commercial Plan Review	Soho Bldg 4	4902 W Pleasant Dr	8/6/2025 2:36:02PM
Commercial Plan Review	All Aboard Pediatric Therapy TI	2000 S 42nd St #110	8/6/2025 2:59:54PM
Commercial Plan Review	Grove Shopping Center	1771 W PLEASANT GROVE RD	8/6/2025 3:22:28PM
Commercial Plan Review	Flyway Pinnacle Office	5100 S PINNACLE HILLS PKWY	8/6/2025 3:32:26PM
Commercial Plan Review	camille@nwasheds.com	1035 W WALNUT ST	8/8/2025 8:12:01AM
Commercial Plan Review	Sells Group Advisors TI	5100 W JB Hunt Dr. STE 830	8/8/2025 8:04:30AM
Commercial Plan Review	Taylor King	2702 W WALNUT ST	8/8/2025 8:12:40AM
Commercial Plan Review	Soho Bldg 5	4900 W Pleasant Dr	8/7/2025 10:01:55AM
Commercial Plan Review	ACNW Rogers Allergy Clinic	900 S 52ND ST Ste 200	8/8/2025 8:18:20AM
Commercial Plan Review	Villas on Turtle Creek	301 S. 34th Street	8/8/2025 8:47:55AM
Commercial Plan Review	Don Cold Storage	801 W EASY ST	8/13/2025 8:30:55AM
Commercial Plan Review	Promenade Dermatology	1201 S PROMENADE BLVD	8/13/2025 9:51:47AM
Commercial Plan Review	HDM Marque	2109 S 31st St #104	8/13/2025 10:46:05AM
Commercial Plan Review	Hanks Rogers	4308 S PLEASANT CROSSING BLVD	8/13/2025 11:27:40AM
Commercial Plan Review	JS Bull	2103 S 31ST ST Ste 103	8/13/2025 11:52:56AM
Commercial Plan Review	PCC 38k	4315 S PLEASANT CROSSING BLVD	8/13/2025 1:51:36PM
Commercial Plan Review	Garrett Pleasant Grove Multifamily Type I building	1837 W Midsummer St	8/13/2025 3:34:32PM
Commercial Plan Review	Garrett Pleasant Grove Multifamily Type II building	4534 S 18th St	8/13/2025 3:36:20PM
Commercial Plan Review	Garrett Pleasant Grove Multifamily Clubhouse	1845 W Midsummer St	8/15/2025 10:02:09AM
Commercial Plan Review	Garrett Pleasant Grove Multifamily Mail Kiosk	1849 W Midsummer St	8/13/2025 3:44:54PM
Commercial Plan Review	Garrett Pleasant Grove Multifamily Trash Enclosure	1863 W MacBeth Dr	8/13/2025 3:41:54PM
Commercial Plan Review	Garrett Pleasant Grove Multifamily Maintenance Building and D	1863 W MacBeth Dr	8/20/2025 7:37:02AM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Commercial Plan Review	The Heights at Magnolia Farms - (Clubhouse)	4102 W ELK LODGE ST	8/18/2025 3:03:21PM
Commercial Plan Review	All Aboard Pediatric Therapy TI	2000 S 42nd St #110	8/15/2025 8:40:56AM
Commercial Plan Review	camille@nwasheds.com	1035 W WALNUT ST	8/15/2025 11:20:22AM
Commercial Plan Review	Nestle Rogers	3800 S JB HUNT DR #400	8/18/2025 4:25:49PM
Commercial Plan Review	5 Guys Remodel	2007 S PROMENADE BLVD	8/15/2025 1:40:31PM
Commercial Plan Review	Reserve at Osage Creek - Trash Enclosure	2905 W Shady Creek Ln	8/15/2025 2:04:58PM
Commercial Plan Review	Quick Serve Restaurant	915 S 8TH ST	8/18/2025 3:52:59PM
Commercial Plan Review	Cooper Gym Storage	2103 S 31st St #107	8/22/2025 9:00:42AM
Commercial Plan Review	Sally Beauty	2212 W WALNUT ST	8/22/2025 9:26:59AM
Commercial Plan Review	Legacy Dental	901 S PROMENADE BLVD #101	8/19/2025 4:14:47PM
Commercial Plan Review	Dr. Austin Baker	5400 S Pinnacle Hills Pkwy Ste 105	8/20/2025 9:11:28AM
Commercial Plan Review	Reserve at Osage Creek - Bldg D	2909 W Chateau Dr	8/20/2025 4:20:57PM
Commercial Plan Review	Pinnacle Springs Retail Building 600 Shell	1795 S 46TH ST	8/22/2025 10:11:32AM
Commercial Plan Review	Taylor King	2702 W WALNUT ST	8/22/2025 10:19:52AM
Commercial Plan Review	Rogers Public Library - Tornado Repair	711 S DIXIELAND RD	8/25/2025 11:14:06AM
Commercial Plan Review	Dunkin Donuts	4208 S PLEASANT CROSSING BLVD	8/25/2025 11:31:59AM
Commercial Plan Review	Sugaring LA	3938 S GRAND AVE Ste 102	8/26/2025 2:32:31PM
Commercial Plan Review	Reserve at Osage Creek - Bldg E	2903 W Chateau Dr	8/28/2025 7:42:25AM
Commercial Plan Review	Reserve at Osage Creek - Clubhouse	2907 W Chateau Dr	8/28/2025 7:45:00AM
Commercial Plan Review	Reserve at Osage Creek - Bldg A	2905 W Shady Creek Ln	8/28/2025 7:41:39AM
Commercial Plan Review	Reserve at Osage Creek - Bldg B	2901 W Shady Creek Ln	8/28/2025 7:42:47AM
Commercial Plan Review	camille@nwasheds.com	1035 W WALNUT ST	8/27/2025 1:44:41PM
Commercial Plan Review	Hull 500 building - Storm Damage	500 S 52ND ST	8/28/2025 8:11:32AM
Commercial Plan Review	Garrett Pleasant Grove Multifamily Maintenance Building and D	1863 W MacBeth Dr	8/28/2025 1:55:00PM
Commercial Plan Review	Garrett Pleasant Grove Multifamily Trash Enclosure	1863 W MacBeth Dr	8/28/2025 2:10:42PM
Site Development Plan	707 Townhomes	707 W OLIVE ST	8/1/2025 10:23:08AM
Site Development Plan	CrossFit NWA	3207 W ARAPAHO DR	8/5/2025 9:44:49AM
Site Development Plan	Fire Station #4 & Olive Street Park	2424 W OLIVE ST	8/8/2025 12:22:41PM
Site Development Plan	Barrington Place Site Development	876 S Dodson Road	8/12/2025 2:00:26PM
Site Development Plan	Bellview Development	5345 S BELLVIEW ROAD, ROGERS, AR 72758	8/12/2025 11:41:53AM
Site Development Plan	Walnut Commons	2660 W WALNUT ST	8/8/2025 9:52:31AM
Site Development Plan	Texas Roadhouse Parking Addition	2922 S 26TH ST	8/11/2025 3:12:21PM
Site Development Plan	Promenade Dermatology	02-22387-000	8/15/2025 8:45:57AM
Site Development Plan	LDS Church	5036 S BELLVIEW RD	8/18/2025 12:56:33PM
Site Development Plan	Dyke Street Warehouse SDP	431 W DYKE RD	8/18/2025 1:53:08PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Site Development Plan	Iglesia Bautista Building Addition	1105 W CHESTNUT ST	8/15/2025 10:33:58AM
Site Development Plan	Arvest Bank - Downtown	110 N 2ND ST	8/19/2025 7:54:41AM
Site Development Plan	Pleasant Grove	S DIXIELAND RD	8/19/2025 8:38:27AM
Site Development Plan	Pinnacle Chiropractic & Family Wellness Clinic	S 52ND ST	8/19/2025 9:25:49AM
Site Development Plan	Carbon Hill	504 S B ST	8/22/2025 1:47:28PM
Site Development Plan	The Grove Retail	1771 W PLEASANT GROVE RD	8/19/2025 10:19:51AM
Site Development Plan	Testing For Zac	301 W CHESTNUT ST	8/12/2025 9:01:06AM
Site Development Plan	2nd Street Apartments	See Parcel ID	8/26/2025 2:40:06PM
Site Development Plan	Gall Flex Space	1255 N 13TH ST	8/25/2025 3:12:27PM
Site Development Plan	Hardbarger Property - Access Permit only site development (De	02-01521-004	8/14/2025 2:17:11PM
Site Development Plan	Bekaert Redevelopment	1 W BEKAERT DR	8/22/2025 11:09:31AM
Site Development Plan	Rally at the Railyard	262 E PINE ST	8/20/2025 11:11:12AM
Site Development Plan	Testing For Zac	301 W CHESTNUT ST	8/12/2025 9:07:20AM
Site Development Plan	Fire Station #4 & Olive Street Park	2424 W OLIVE ST	8/27/2025 11:38:03AM
UDC Public Improvement Plan	RAINBOW ROAD SUBDIVISION	S RAINBOW RD	8/1/2025 10:19:37AM
UDC Public Improvement Plan	Well Zeal	S BELLVIEW RD	8/1/2025 11:22:28AM
UDC Public Improvement Plan	2nd Street Apartments	See Parcel ID	8/5/2025 9:21:01AM
UDC Public Improvement Plan	Bekaert Redevelopment	1 W BEKAERT DR	8/1/2025 11:59:46AM
UDC Public Improvement Plan	ROG WAC Hangar Phase 2	7 W HAMMERSCHMIDT DR	8/5/2025 10:45:18AM
UDC Public Improvement Plan	Park 5 Subdivision		8/11/2025 11:56:35AM
UDC Public Improvement Plan	Walnut Commons	2660 W WALNUT ST	8/15/2025 8:04:52AM
UDC Public Improvement Plan	Fire Station #4 & Olive Street Park	2424 W OLIVE ST	8/12/2025 2:27:02PM
UDC Public Improvement Plan	Oak Street Village	2104 W OAK ST	8/18/2025 1:37:26PM
UDC Public Improvement Plan	Patrick Place Subdivision	02-00828-002	8/15/2025 10:16:30AM
UDC Public Improvement Plan	Pleasant Grove	S DIXIELAND RD	8/18/2025 3:53:11PM
UDC Public Improvement Plan	Airport Taxi Lane West		8/19/2025 9:48:31AM
UDC Public Improvement Plan	Well Zeal	S BELLVIEW RD	8/19/2025 4:13:24PM
UDC Public Improvement Plan	RAINBOW ROAD SUBDIVISION	S RAINBOW RD	8/21/2025 2:45:58PM
UDC Public Improvement Plan	Bekaert Redevelopment	1 W BEKAERT DR	8/26/2025 10:00:32AM
UDC Public Improvement Plan	Gall Flex Space	1255 N 13TH ST	8/25/2025 2:45:57PM
UDC Public Improvement Plan	Pleasant Grove	S DIXIELAND RD	8/28/2025 8:59:40AM
UDC Public Improvement Plan	CrossFit NWA	3207 W ARAPAHO DR	8/25/2025 3:16:34PM
UDC Public Improvement Plan	707 Townhomes	707 W OLIVE ST	8/28/2025 11:32:00AM
Sign Permit	Colliers	3503 S 55TH ST	8/5/2025 1:47:51PM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Sign Permit	Metro By TMobile	302 S 8TH ST	8/11/2025 8:08:56AM
Sign Permit	American Watersports	701 W HUDSON RD	8/13/2025 10:53:35AM
Sign Permit	Generations Bank	3503 S 55TH ST	8/13/2025 11:18:52AM
Sign Permit	Aces sports	1113 S 3RD ST	8/13/2025 11:28:43AM
Sign Permit	Take 5 Car Wash	2214 W WALNUT ST	8/13/2025 11:41:03AM
Sign Permit	Happy Coin Laundry	102 N 24TH ST	8/15/2025 1:44:05PM
Sign Permit	Luxe Flooring Channel Letter	2603 N STORAGE PKWY	8/15/2025 2:30:45PM
Sign Permit	Ritter Building	104 W CHESTNUT ST	8/18/2025 3:10:35PM
Sign Permit	Spool Building	100 E CHESTNUT ST	8/18/2025 3:18:11PM
Sign Permit	American Watersports	701 W HUDSON RD	8/20/2025 11:36:51AM
Sign Permit	Variety Insurance	1203 W NEW HOPE RD	8/21/2025 11:05:51AM
Sign Permit	Michael's	206 S PROMENADE BLVD	8/22/2025 7:58:17AM
Sign Permit	Dave's Hot Chicken	1803 S 46TH ST	8/25/2025 11:05:22AM
Sign Permit	Arisa Rogers	401 S 40TH ST	8/25/2025 3:59:40PM
Sign Permit	True Dermatology	1201 South Promenade Boulevard	8/26/2025 2:24:20PM
Sign Permit	Sugar Lamas	719 W WALNUT ST	8/27/2025 1:46:58PM
Large Scale Development	The Grotto at Osage Creek	02-00898-003	8/1/2025 1:28:30PM
Large Scale Development	FOX TRAIL DISTILLERY PH. IV	2121 S. BELLVIEW ROAD, ROGERS AR 72758	8/1/2025 10:46:17AM
Large Scale Development	Pinnacle Village Townhouses - Phase 1	4601 S CHAMPIONS DR, ROGERS, AR 72758	8/5/2025 10:13:40AM
Large Scale Development	Rogers 1st Street Development (First Street Flats)(1st Street Fl	401 N 1st St	8/6/2025 2:56:50PM
Large Scale Development	Arisa Health	501 S 40TH ST	8/13/2025 12:03:54PM
Large Scale Development	FOX TRAIL DISTILLERY PH. IV	2121 S. BELLVIEW ROAD, ROGERS AR 72758	8/18/2025 2:56:27PM
Large Scale Development	Pinnacle Village Townhouses - Phase 1	4601 S CHAMPIONS DR, ROGERS, AR 72758	8/22/2025 1:32:58PM
Large Scale Development	Pinnacle Springs for SJ Collins	1750 S OSAGE SPRINGS DR, ROGERS, AR 72758	8/19/2025 3:53:31PM
Large Scale Development	WoodSpring Suites	02-16155-003	8/15/2025 9:56:10AM
Large Scale Development	Blue Ember Smokehouse	1723 W PLEASANT GROVE RD	8/21/2025 10:14:53AM
Large Scale Development	Blue Ember Smokehouse	1723 W PLEASANT GROVE RD	8/29/2025 2:47:51PM
Large Scale Development	Blue Ember Smokehouse	1723 W PLEASANT GROVE RD	8/28/2025 3:03:52PM
Large Scale Development	Family Storage Phase 2	02-22425-000	8/27/2025 8:25:47AM
Large Scale Development	Ritter and Spool Multifamily	02-00220-001	8/28/2025 2:47:06PM
Subdivision Final Plat	Park 5 Subdivision	parcel 05-10121-000/1499 W Wallis Rd	8/6/2025 10:15:26AM
Subdivision Final Plat	Bekaert Redevelopment	1 W BEKAERT DR	8/6/2025 2:12:27PM
Subdivision Final Plat	Floyd Phillips Lot Split	02-06805-000	8/4/2025 2:45:49PM
Subdivision Final Plat	Shirley's Flowers Lot Split	128 N 13TH ST	8/15/2025 8:18:10AM

<u>Description</u>	<u>Project Name</u>	<u>Location</u>	<u>Completed</u>
Subdivision Final Plat	Concord Commons Lot Split	4301 S DIXIELAND RD	8/15/2025 10:17:54AM
Subdivision Final Plat	Lem3 Real Estate - Lot Split	401 S RAINBOW RD	8/15/2025 8:24:44AM
Subdivision Final Plat	25-207 Piston Lot Split/Combo	1109 N 9TH ST	8/15/2025 10:58:10AM
Subdivision Final Plat	20 & 22 W RAZORBACK PLA	20 W RAZORBACK RD	8/26/2025 8:19:27AM
Subdivision Final Plat	Lem3 Real Estate - Lot Split	401 S RAINBOW RD	8/28/2025 11:44:23AM
Subdivision Final Plat	Floyd Phillips Lot Split	02-06805-000	8/27/2025 1:03:49PM
Subdivision Final Plat	6601 S Silverthorne Lane Final Plat	6601 S SILVERTHORNE LN	8/21/2025 9:59:54AM
Subdivision Final Plat	25-205 Interiano Lot Split	619 E MULBERRY ST	8/27/2025 2:10:19PM
Master Plan	Bellview Development	5320 S BELLVIEW RD	8/5/2025 9:00:15AM
Master Plan	Oak Street Village	2104 W OAK ST	8/5/2025 9:24:37AM
Master Plan	Summerwood Subdivision	W LAURA ST	8/13/2025 2:39:30PM
Master Plan	Pleasant Grove	S DIXIELAND RD	8/22/2025 3:14:18PM
Master Plan	Summerwood Subdivision	W LAURA ST	8/20/2025 3:39:52PM
Master Plan	Well Zeal	S BELLVIEW RD	8/27/2025 11:57:03AM
RWU	Park Central Phase III	N BLOOMINGTON ST	8/11/2025 2:13:48PM
RWU	DTR Walnut Sewer Extension	Walnut from 1st to 2nd	8/12/2025 2:55:39PM
RWU	AECI CONCEPT	4850 S 1st st	8/15/2025 9:29:05AM
RWU	Boundless Grace Baptist Church	222 Little Flock Drive, Rogers, AR 72756	8/13/2025 11:06:46AM
RWU	Olive Street and N 24th Street Roundabout	801 N 24TH ST	8/28/2025 3:52:44PM
RWU	Frisco Flats Irrigation Meter	1639 N ARKANSAS ST	8/15/2025 9:41:43AM
Land Disturbance	Tornado Repair- Rogers Adult Wellness	2001 W PERSIMMON ST	8/13/2025 8:29:06AM
Land Disturbance	Fire Station #4 & Olive Street Park	2424 W OLIVE ST	8/15/2025 9:28:30AM
Land Disturbance	Georges OMP Wastewater Treatment Plant	696 W EASY ST	8/20/2025 11:04:28AM
Land Disturbance	Perkins Storage	02-06986-000	8/27/2025 1:13:17PM
Land Disturbance	Hardbarger Driveway	02-01521-004	8/29/2025 10:20:26AM
Residential Townhome Plan Review	Villas on Turtle Creek	317 S. 34th Street	8/8/2025 8:37:21AM
Residential Townhome Plan Review	37th St Townhomes - South Buildings	3600 W Persimmon St	8/27/2025 3:17:16PM
Residential Townhome Plan Review	37th St Townhomes - North Buildings	3601 W Persimmon St	8/28/2025 8:03:31AM
Rezoning	28th Street Townhomes		8/28/2025 2:52:34PM
Variance	Michael Leister 6601 S Silverthorne Ln. - Variance	6601 S SILVERTHORNE LN	8/21/2025 10:56:29AM

Description

Project Name

Location

Completed

# Rogers Pollution Control DMR Summary

## 2025

\* Due to equipment changeover, these results do not include the last 2 weeks of data. I will update this sheet for next meeting

	Limits	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Phosphorus Mo Avg lbs/day	117	6.47	13.66	18.81	40.99	43.52	41.25	15.11	27.61				
Phosphorus 30 Day Mo Avg mg/l	1	0.09	0.18	0.25	0.39	0.39	0.40	0.18	0.38				
Phosphorus Max 7 day Avg mg/l	2	0.12	0.18	0.34	0.55	0.55	0.73	0.24	0.90				
May - Oct	Limits												
Total Suspended Solids lbs/day Mo Avg	1,751					223.8	131.5	75.6	92.0				
Total Suspended Solids Mo Avg	15					1.9	1.2	1.5	1.2				
Total Suspended Solids 7 day Avg	23					2.7	2.2	0.9	1.5				
Nov- April													
Total Suspended Solids lbs/day Mo Avg	2,335	66.7	89.5	95.4	416.3								
Total Suspended Solids Mo Avg	20	0.9	1.2	1.3	3.7								
Total Suspended Solids 7 day Avg	30	1.1	2.6	1.4	5.4								
April	Limits												
Ammonia lbs/day Mo Avg	234				<127.22								
Ammonia Mo Avg mg/l	2.0				<1.06								
Ammonia max 7 day Avg mg/l	4.5				2.07								
May- Oct	Limits												
Ammonia lbs/day Mo Avg	175					<36.49	<40.67	<20.70	<17.88				
Ammonia Mo Avg mg/l	1.5					<.32	<.40	<.25	<.25				
Ammonia max 7 day Avg mg/l	2.3					<.49	<.70	<.25	<.25				
Nov- March	Limits												
Ammonia lbs/day Mo Avg	350	<28.61	<26.82	<24.26									
Ammonia Mo Avg mg/l	3.0	<.4	<.35	<.32									
Ammonia max 7 day Avg mg/l	4.5	<.52	<.58	<.4									
May - Oct	Limits												
CBOD Mo Avg lbs/day	1,168					207.3	150.5	98.4	173.7				
CBOD Mo Avg mg/l	10					1.90	1.50	1.20	2.10				
CBOD Max 7 day Avg. mg/l	15					2.60	2.00	1.40	3.60				
Nov- April	Limits												
CBOD Mo Avg lbs/day	1,751	145.4	197.9	175.8	<390.6								
CBOD Mo Avg mg/l	15	2.0	2.6	2.3	<3.6								
CBOD Max 7 day Avg. mg/l	23	2.1	3.3	2.7	<5.4								



## FOG Inspection Report Monthly Summary for August 2025

- 52 known pumping services occurred this month.
- I attended the 40<sup>th</sup> annual Pretreatment workshop in Hot Springs Arkansas.  
Presentations included:
  - Technically based local limit, production-based standards, combined wastestream calculations
  - Federal pretreatment program updates
  - Annual electronic reporting
  - Clean hands/dirty hand
  - Data review
  - Significate industrial user inspection panel
  - Round table discussion
  - And arsenic investigation
- Next year's conference is being held in Albuquerque, New Mexico.
- Another complaint was made about Panda Express's roof downspout. The Vendor who cleans the exhaust fans noticed a missing screen/cover that leads to that main downspout. Panda Express is going to replace that cover and make sure the area is free of debris. Hopefully that will help eliminate the complaints they are receiving.
- A broken line was found at one of the FSE's. It was the reason they noticed a bad odor from time to time.
- All other inspections were routine with nothing major to report.
- I have started to re-hand out the "Think Before You Flush" trifolds to apartments. Everyone I have been back to has been excited to have more handouts.
- Paul Burns and I collected the 3rd quarter samples for the wastewater treatment plant. The tests included influent and effluent metals, low level mercury, cyanide and phenolics. We also collected oil and grease during this time.

**Amber Owens**  
F.O.G. Inspector  
Rogers Pollution Control Facility  
(479) 273-7378 Ext. 6554



## Monthly Summary of Industrial Pretreatment Activities August 2025

# of industrial control monitoring activities:	0
Industries control monitored:	n/a
# of self monitoring reports processed:	9
# of industrial inspection activities:	0
Industries inspected:	n/a
# of short site visits:	1
Industries visited:	Tyson of Rogers
# of Notices of Violation:	1
Notices of Violation:	Tyson of Rogers CBOD load

### Surcharges July 2025 issued in August 2025

User Name	Monthly Flow MG	TSS ppm	TSS \$ Charge	CBOD ppm	CBOD \$ Charge	NH3N ppm	NH3N \$ Charge	TPhos ppm	TPhos \$ Charge	Total \$ Charge
Ozark Mt Poultry	4.390430	23.4	0.00	641.0	2,099.21	95.57	2,065.04	1.22	0.00	4,164.25
E Poultry	3.899052	94.1	0.00	598.9	1,686.29	31.07	365.73	9.77	952.66	3,004.68
Tyson CNQ	5.684710	278.7	522.17	700.0	3,081.68	2.68	0.00	8.49	1,080.91	4,684.76
Tyson of Rogers	8.533000	65.3	0.00	603.7	3,734.54	96.67	4,068.30	8.30	1,555.62	9,358.46
WestRock	0.055515	26.7	0.00	1120.0	55.37	30.80	5.12	1.00	0.00	60.49
<i>Tyson CNQ total surcharge changed from \$4684.76 to \$3500.00 – new tank install project</i>									Sum \$	<b>21,272.64</b>
									Adjusted \$	<b>20,087.88</b>

### Surcharge thresholds in mg/L and cost per pound of loading

Pollutant	TSS	CBOD	NH3N	TPhos
mg/L threshold	200	200	15.00	4.00
\$ per pound	0.14	0.13	0.70	5.08

The total amount surcharged for results submitted during the 2025 – 2026 budget year is \$20,087.88 (User data submitted for one month).

Ozark Mt Poultry (OMP) has started construction on their new pretreatment facility.

At the end of August, RPCF Influent and Effluent was sampled for metals, low level mercury, phenolics and cyanide. All results were nominal.

During the last half of July and first few days of August, Tyson of Rogers on Elm St. had issues with wastewater aeration. They had high CBOD results which led to a Notice of Violation. During the last week of July, the CBOD measured 945 mg/L. The main aerator had to be removed and replaced. By August 14<sup>th</sup> there CBOD was back down to 341 mg/L.

At Tyson Chick-N-Quick (TCQ) on Olrich St., the older and larger aeration tank has been torn down as of August 12<sup>th</sup>. A new foundation has been installed for the new tank with a radius of 18 feet. As of September 10<sup>th</sup>, The components of the new tank have been delayed for over 10 days.

(continued on next page)

Based on original design parameters on file, with both aeration tanks acting to equalize flow, the expected wastewater flow rate through TCQ's final PWL-120 DAF (after flow equalization) is 400 gpm. However, now there is only one aeration/equalization tank in use with a capacity of 105,000 gallons.

TCQ installed a larger capacity pump, which would allow for pumping over 800 gpm to the final PWL-120 DAF to prevent the remaining aeration tank from overflowing. The third shift sanitation crew uses water at rates as high as 900 gpm.

As of August 12<sup>th</sup>, for each full process day, wastewater is flowing to the final weir at 700 gpm or more, for three to four hours, usually between 1 am and 5 am. This water is essentially a slug of high CBOD and TSS. The potential severity and high strength of this slug was underestimated by TCQ and RWU prior to removing the older tank. RPCF Influent lab results for the last three weeks show that the CBOD loading from TCQ roughly doubling the normal amount of pounds the RPCF receives each day. Preliminary TCQ CBOD results are extremely high, 5180 mg/L on 8/21-22/25, 2190 mg/L on 8/25-26/25 and 9400 mg/L on 9/03-04/25.

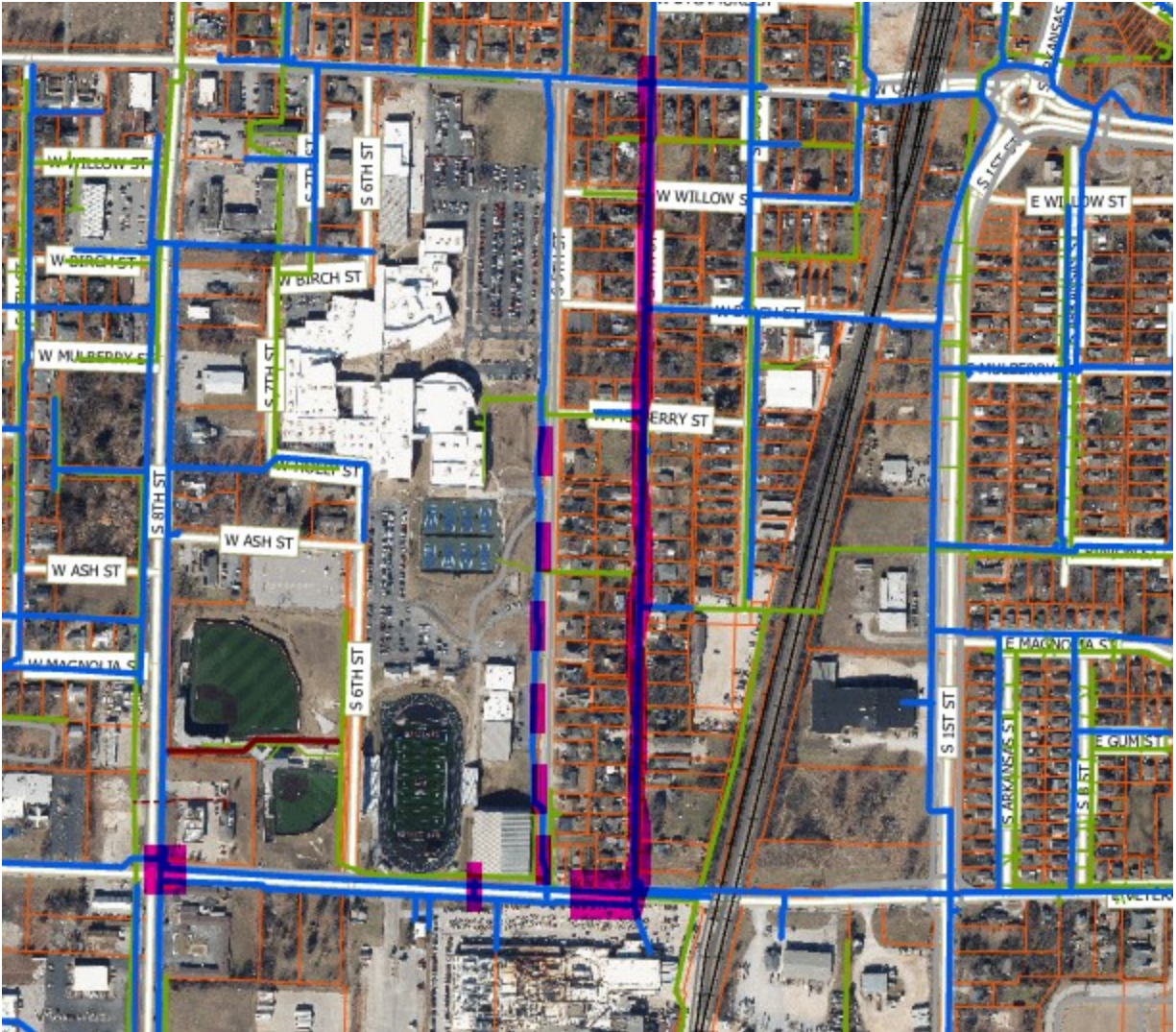
A meeting was held with Tyson representatives on 9/8/2025. Tyson agreed to stop Saturday production, and to stop processing product using sugar and vinegar based sauce until the new tank is operational. They also agreed to focus on more dry pickup of solids on the production floor.

Report prepared by Paul Burns, Pretreatment Coordinator

## Pollution Control Facility Significant Events

### August 2025

1. Our pump station is back to full capacity on pumps. We are still working on a good time to replace a check valve which makes on pump an emergency use only option. We have the parts and waiting on a low flow opportunity to install them.
2. Both centrifuges are operational again and we have a mostly full compliment of shelf spares again.
3. We began the switchover to our replacement for the lachat. It is the key element in our analysis routine. We sent out our testing while we were being trained and acquiring the needed chemistry for the new machine.
4. Tysons took down half their pretreatment for upgrade.
5. We treated 344.6 MG in August.  $31 \times 9 \text{ MGD} = 279 \text{ MG}$ . So we treated about 65.6 MG of rainwater. The avg daily flow for the month was 11.1 MGD. These flows included 6.28" of rain over 6 events. The historical average rainfall for August is 4.17".



S 4th Street Water and Sewer Replacement				EngineerEST		SteepCreek		Blackstone		ShoemakerAndSons		GoodwinAndGoodwin		Mach		Boyles		
No.	Item	Bid Quantity	Bid Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
1	Mobilization (Shall not exceed 10% of Total)	1	LS	\$50,000.00	\$50,000.00	\$112,800.00	\$112,800.00	\$82,346.34	\$82,346.34	\$275,000.00	\$275,000.00	\$150,000.00	\$150,000.00	\$60,000.00	\$60,000.00	\$280,000.00	\$280,000.00	
2	Erosion Control	1	LS	\$15,000.00	\$15,000.00	\$25,400.00	\$25,400.00	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$105,000.00	\$105,000.00	
3	Trench Safety	1	LS	\$15,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$46,250.00	\$46,250.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00	\$140,000.00	\$140,000.00	
4	Traffic Control	1	LS	\$20,000.00	\$20,000.00	\$25,200.00	\$25,200.00	\$26,250.00	\$26,250.00	\$100,000.00	\$100,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$112,000.00	\$112,000.00	
5	Seed & Mulch (Repair Adjacent Disturbed)	1	LS	\$150,000.00	\$150,000.00	\$44,500.00	\$44,500.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$175,000.00	\$175,000.00	
6	Owner Allowance	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	
<b>Water</b>																		
7	8" Ductile Iron Pipe, complete in place	3205	LF	\$325.00	\$1,041,625.00	\$136.22	\$436,585.10	\$155.21	\$497,448.05	\$130.00	\$416,650.00	\$140.00	\$448,700.00	\$175.00	\$560,875.00	\$151.20	\$484,596.00	
8	12" Ductile Iron Pipe, complete in place	72	LF	\$400.00	\$28,800.00	\$906.92	\$65,298.24	\$208.31	\$14,998.32	\$300.00	\$21,600.00	\$180.00	\$12,960.00	\$200.00	\$14,400.00	\$196.70	\$14,162.40	
9	8" Gate Valve w/ Valve Box, Complete in place	16	EA	\$3,500.00	\$56,000.00	\$4,085.67	\$65,370.72	\$2,846.25	\$45,540.00	\$4,500.00	\$72,000.00	\$4,200.00	\$67,200.00	\$5,000.00	\$80,000.00	\$3,580.35	\$57,285.60	
10	12" Butterfly Valve w/ Valve Box, Complete in place	1	EA	\$4,300.00	\$4,300.00	\$9,703.98	\$9,703.98	\$5,312.50	\$5,312.50	\$6,900.00	\$6,900.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$6,645.31	\$6,645.31	
11	6"x6" Tapping Sleeve & Valve, Complete in place	2	EA	\$7,000.00	\$14,000.00	\$5,591.58	\$11,183.16	\$7,529.75	\$15,059.50	\$5,500.00	\$11,000.00	\$7,000.00	\$14,000.00	\$5,000.00	\$10,000.00	\$8,960.15	\$17,920.30	
12	8"x8" Tapping Sleeve & Valve, Complete in place	2	EA	\$8,500.00	\$17,000.00	\$7,099.50	\$14,199.00	\$9,224.38	\$18,448.76	\$6,500.00	\$13,000.00	\$9,200.00	\$18,400.00	\$5,000.00	\$10,000.00	\$11,673.07	\$23,346.14	
13	12"x12" Tapping Sleeve & Valve, Complete in place	1	EA	\$9,500.00	\$9,500.00	\$11,997.68	\$11,997.68	\$15,160.13	\$15,160.13	\$9,000.00	\$9,000.00	\$14,000.00	\$14,000.00	\$5,000.00	\$5,000.00	\$16,613.80	\$16,613.80	
14	Single 5/8" Meter Set (Short Side of Street)	30	EA	\$2,000.00	\$60,000.00	\$1,767.35	\$53,020.50	\$2,457.09	\$73,712.70	\$2,500.00	\$75,000.00	\$2,000.00	\$60,000.00	\$3,000.00	\$90,000.00	\$3,684.30	\$110,529.00	
15	Double 5/8" Meter Set (Short Side of Street)	6	EA	\$3,000.00	\$18,000.00	\$2,162.97	\$12,977.82	\$4,311.46	\$25,868.76	\$3,000.00	\$18,000.00	\$2,300.00	\$13,800.00	\$3,500.00	\$21,000.00	\$4,575.44	\$27,452.64	
16	Single 5/8" Meter Set (Long Side of Street)	30	EA	\$2,500.00	\$75,000.00	\$3,384.08	\$101,522.40	\$5,500.84	\$165,025.20	\$3,900.00	\$117,000.00	\$4,500.00	\$135,000.00	\$4,000.00	\$120,000.00	\$4,487.04	\$134,611.20	
17	Double 5/8" Meter Set (Long Side of Street)	4	EA	\$3,500.00	\$14,000.00	\$3,920.89	\$15,683.56	\$9,068.44	\$36,273.76	\$4,800.00	\$19,200.00	\$5,000.00	\$20,000.00	\$4,500.00	\$18,000.00	\$5,578.87	\$22,315.48	
18	Water Meter Service Relocation, private service line	16	EA	\$2,000.00	\$32,000.00	\$5,030.28	\$80,484.48	\$2,586.00	\$41,376.00	\$2,500.00	\$40,000.00	\$1,500.00	\$24,000.00	\$4,000.00	\$64,000.00	\$6,989.08	\$111,825.28	
19	2" Service Line (Long Side of Street) connect to existing, complete in place	1	EA	\$3,000.00	\$3,000.00	\$10,465.94	\$10,465.94	\$12,063.83	\$12,063.83	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$4,500.00	\$4,500.00	\$10,082.83	\$10,082.83	
20	1" Service Line (Long Side of Street) connect to existing, complete in place	4	EA	\$2,500.00	\$10,000.00	\$3,737.40	\$14,949.60	\$3,871.00	\$15,484.00	\$2,500.00	\$10,000.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	\$7,086.88	\$28,347.52	
21	6" Cut, Cap and Anchor Collar Block, Complete in place	4	EA	\$7,000.00	\$28,000.00	\$2,735.62	\$10,942.48	\$9,071.00	\$36,284.00	\$9,000.00	\$36,000.00	\$4,500.00	\$18,000.00	\$3,000.00	\$12,000.00	\$5,320.00	\$21,280.00	
22	12" Cut, Cap and Anchor Collar Block, Complete in place	1	EA	\$8,000.00	\$8,000.00	\$4,279.76	\$4,279.76	\$9,796.63	\$9,796.63	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$7,451.95	\$7,451.95	
23	Fire Hydrant Assembly (Hydrant & Valve)	7	EA	\$8,500.00	\$59,500.00	\$9,058.82	\$63,411.74	\$9,116.13	\$63,812.91	\$9,800.00	\$68,600.00	\$9,500.00	\$66,500.00	\$7,500.00	\$52,500.00	\$9,992.95	\$69,950.65	
24	Fire Hydrant Assembly (Hydrant, Valve, & 12"x6" tapping sleeve)	1	EA	\$9,000.00	\$9,000.00	\$13,319.82	\$13,319.82	\$16,680.00	\$16,680.00	\$12,000.00	\$12,000.00	\$12,500.00	\$12,500.00	\$8,000.00	\$8,000.00	\$16,735.96	\$16,735.96	
25	Fire Hydrant Removal	4	EA	\$1,000.00	\$4,000.00	\$1,074.82	\$4,299.28	\$2,250.00	\$9,000.00	\$800.00	\$3,200.00	\$1,500.00	\$6,000.00	\$4,000.00	\$16,000.00	\$1,400.00	\$5,600.00	
26	Mechanical Joint Compact Fittings - Naked	1570	LB	\$30.00	\$47,100.00	\$24.26	\$38,088.20	\$28.31	\$44,446.70	\$30.00	\$47,100.00	\$20.00	\$31,400.00	\$70.00	\$109,900.00	\$18.90	\$29,673.00	
27	18" Pipe Encasement	60	LF	\$300.00	\$18,000.00	\$174.73	\$10,483.80	\$207.39	\$12,443.40	\$300.00	\$18,000.00	\$300.00	\$18,000.00	\$500.00	\$30,000.00	\$313.60	\$18,816.00	
28	Fence Repair	1	LS	\$50,000.00	\$50,000.00	\$12,500.00	\$12,500.00	\$8,125.00	\$8,125.00	\$25,000.00	\$25,000.00	\$8,000.00	\$8,000.00	\$40,000.00	\$40,000.00	\$4,200.00	\$4,200.00	
29	Asphalt Pavement Repair	275	SY	\$150.00	\$41,250.00	\$127.27	\$34,999.25	\$59.50	\$16,362.50	\$195.00	\$53,625.00	\$150.00	\$41,250.00	\$180.00	\$49,500.00	\$238.00	\$65,450.00	
30	Driveway/Sidewalk Repair	29	SY	\$150.00	\$4,350.00	\$331.03	\$9,599.87	\$149.35	\$4,331.15	\$135.00	\$3,915.00	\$150.00	\$4,350.00	\$210.00	\$6,090.00	\$252.00	\$7,308.00	
31	Parking Lot Repair/Striping	1	LS	\$5,000.00	\$5,000.00	\$7,950.00	\$7,950.00	\$6,187.50	\$6,187.50	\$35,000.00	\$35,000.00	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00	\$7,000.00	\$7,000.00	
32	Remove & Replace 4" Meter Vault, complete in place	1	LS	\$15,000.00	\$15,000.00	\$76,859.56	\$76,859.56	\$71,734.75	\$71,734.75	\$70,000.00	\$70,000.00	\$55,000.00	\$55,000.00	\$40,000.00	\$40,000.00	\$42,700.00	\$42,700.00	
33	12" Butterfly Valve, Remove & Replace, Complete in place	1	LS	\$10,000.00	\$10,000.00	\$8,487.24	\$8,487.24	\$15,321.25	\$15,321.25	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$11,373.26	\$11,373.26	
34	Crushed Stone (AHTD Class 7) Backfill	5841	TON	\$50.00	\$292,050.00	\$31.73	\$185,334.93	\$36.06	\$210,626.46	\$40.00	\$233,640.00	\$68.00	\$397,188.00	\$80.00	\$467,280.00	\$44.42	\$259,457.22	
<b>Sewer</b>																		
35	4' Dia Cast-In-Place Manhole, 8' Depth	11	EA	\$8,000.00	\$88,000.00	\$9,935.77	\$109,293.47	\$6,613.38	\$72,747.18	\$10,000.00	\$110,000.00	\$9,500.00	\$104,500.00	\$15,000.00	\$165,000.00	\$7,998.77	\$87,986.47	
36	4' Dia Cast-In-Place Manhole, Additional Depth	7	LF	\$500.00	\$3,500.00	\$275.00	\$1,925.00	\$368.75	\$2,581.25	\$500.00	\$3,500.00	\$750.00	\$5,250.00	\$1,000.00	\$7,000.00	\$385.00	\$2,695.00	
37	Abandon Existing Manhole	4	EA	\$6,000.00	\$24,000.00	\$2,895.00	\$11,580.00	\$3,875.00	\$15,500.00	\$2,000.00	\$8,000.00	\$3,500.00	\$14,000.00	\$4,000.00	\$16,000.00	\$4,200.00	\$16,800.00	
38	8" SDR 26 Sewer Main, Installed by open cut, complete in place	2400	LF	\$300.00	\$720,000.00	\$132.77	\$318,648.00	\$225.59	\$541,416.00	\$150.00	\$360,000.00	\$165.00	\$396,000.00	\$135.50	\$325,200.00	\$234.43	\$562,632.00	
39	18" Pipe Encasement	30	LF	\$300.00	\$9,000.00	\$254.09	\$7,622.70	\$265.71	\$7,971.30	\$300.00	\$9,000.00	\$300.00	\$9,000.00	\$500.00	\$15,000.00	\$348.60	\$10,458.00	
40	Crushed Stone (AHTD Class 7) Backfill	9919	TON	\$50.00	\$495,950.00	\$31.72	\$314,630.68	\$36.06	\$357,679.14	\$40.00	\$396,760.00	\$68.00	\$674,492.00	\$80.00	\$793,520.00	\$44.42	\$440,601.98	
41	Private Sewer Service Connection	26	EA	\$1,250.00	\$32,500.00	\$2,274.33	\$59,132.58	\$3,836.26	\$99,742.76	\$3,000.00	\$78,000.00	\$3,000.00	\$78,000.00	\$3,000.00	\$78,000.00	\$4,244.63	\$110,360.38	
42	Private Sewer Service Connection With Encasement	12	EA	\$1,750.00	\$21,000.00	\$2,622.29	\$31,467.48	\$5,551.53	\$66,618.36	\$3,900.00	\$46,800.00	\$5,000.00	\$60,000.00	\$5,000.00	\$60,000.00	\$4,970.00	\$59,640.00	
<b>Total:</b>				<b>\$3,639,925.00</b>		<b>\$2,542,198.02</b>		<b>\$2,946,026.09</b>		<b>\$3,024,490.00</b>		<b>\$3,240,990.00</b>		<b>\$3,637,765.00</b>		<b>\$3,810,903.37</b>		

\*This color notes that there is a math error that has been corrected here.

Bid Tabulation for S 4th Street Water and Sewer Replacement	
Engineer's Estimate	\$3,639,925.00
<b>SteepCreek</b>	<b>\$2,542,198.02</b>
Blackstone	\$2,946,026.09
ShoemakerAndSons	\$3,024,490.00

There is an owner's allowance of \$75,000.00 for all bid totals.

Engineering Staff is recommending to accept the bid from Steep Creek, LLC for the bid amount of \$2,542,198.02.



Blossomway Large Sewer Main Lining				EngineerEST		AcePipe		Humbard	
No.	Item	Bid Quantity	Bid Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization (Shall not exceed 10% of Total)	1	LS	\$50,000.00	\$50,000.00	\$95,000.00	\$95,000.00	\$80,000.00	\$80,000.00
2	CCTV and Cleaning - for the 30" & 42"	4182	LF	\$125.00	\$522,750.00	\$50.00	\$209,100.00	\$10.00	\$41,820.00
3	CCTV, Cleaning, and Descaling - for the DIP 24"	2404	LF	\$225.00	\$540,900.00	\$60.00	\$144,240.00	\$45.00	\$108,180.00
4	Set-Up and Bypass Pumping	1	LS	\$350,000.00	\$350,000.00	\$154,000.00	\$154,000.00	\$275,500.00	\$275,500.00
5	42" CIPP - UV Cured, Complete in Place	1741	LF	\$330.00	\$574,530.00	\$395.00	\$687,695.00	\$445.00	\$774,745.00
6	30" CIPP - UV Cured, Complete in Place	2441	LF	\$250.00	\$610,250.00	\$183.00	\$446,703.00	\$270.00	\$659,070.00
7	24" CIPP - UV Cured, Complete in Place	2404	LF	\$200.00	\$480,800.00	\$129.00	\$310,116.00	\$150.00	\$360,600.00
8	Owner Allowance	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
<b>Total Bid Price:</b>				\$3,179,230.00		\$2,096,854.00		\$2,349,915.00	

Blossomway Large Sewer Main Lining				Suncoast		HydroKlean		Insituform	
No.	Item	Bid Quantity	Bid Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization (Shall not exceed 10% of Total)	1	LS	\$249,500.00	\$249,500.00	\$67,000.00	\$67,000.00	\$260,000.00	\$260,000.00
2	CCTV and Cleaning - for the 30" & 42"	4182	LF	\$45.00	\$188,190.00	\$15.00	\$62,730.00	\$30.00	\$125,460.00
3	CCTV, Cleaning, and Descaling - for the DIP 24"	2404	LF	\$60.00	\$144,240.00	\$25.00	\$60,100.00	\$25.00	\$60,100.00
4	Set-Up and Bypass Pumping	1	LS	\$123,790.00	\$123,790.00	\$40,715.60	\$40,715.60	\$269,000.00	\$269,000.00
5	42" CIPP - UV Cured, Complete in Place	1741	LF	\$415.00	\$722,515.00	\$575.59	\$1,002,102.19	\$565.00	\$983,665.00
6	30" CIPP - UV Cured, Complete in Place	2441	LF	\$275.00	\$671,275.00	\$343.27	\$837,922.07	\$315.00	\$768,915.00
7	24" CIPP - UV Cured, Complete in Place	2404	LF	\$185.00	\$444,740.00	\$260.38	\$625,953.52	\$235.00	\$564,940.00
8	Owner Allowance	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
<b>Total Bid Price:</b>				\$2,594,250.00		\$2,746,523.38		\$3,082,080.00	

Bid Tabulation for Blossomway Large Sewer Main Lining	
Engineer's Estimate	\$3,179,230.00
<b>AcePipe</b>	<b>\$2,096,854.00</b>
Humbar	\$2,349,915.00
Suncoast	\$2,594,250.00

There is an owner's allowance of \$50,000.00 for all bid totals.

**Engineering Staff is recommending to accept the bid from Ace Pipe Cleaning, Inc for the bid amount of \$2,096,854.00.**



**RWU ADMIN BUILDING**

NTS  
 Location: 601 S 2nd St, Rogers, AR 72756  
 Scope of Work: HMAC Patching, Crack Repair, Seal Coat, & Striping  
 Approx. Area: ~4250 sq yd



**ROGERS POLLUTION CONTROL FACILITY**

NTS  
 Location: 4300 S. Rainbow Rd, Rogers, AR 72758  
 Scope of Work: Crack Repair  
 Approx. Area: ~18,500 sq yd



**CRESCENT VIEW LIFT STATION**

NTS  
 Location: 6508 S 63rd St, Rogers, AR 72758  
 Scope of Work: Crack Repair & Seal Coat  
 Approx. Area: ~1,150 sq yd



**LAKWOOD LIFT STATION**

NTS  
 Location: 181 Mount Hebron Rd, Lowell, AR 72745  
 Scope of Work: Crack Repair & Seal Coat  
 Approx. Area: ~1,700 sq yd

**LEGEND**



APPROXIMATE AREA OF WORK

**2025 ROGERS WATER UTILITIES ASPHALT REHABILITATION**

**NTS SITE PLANS**



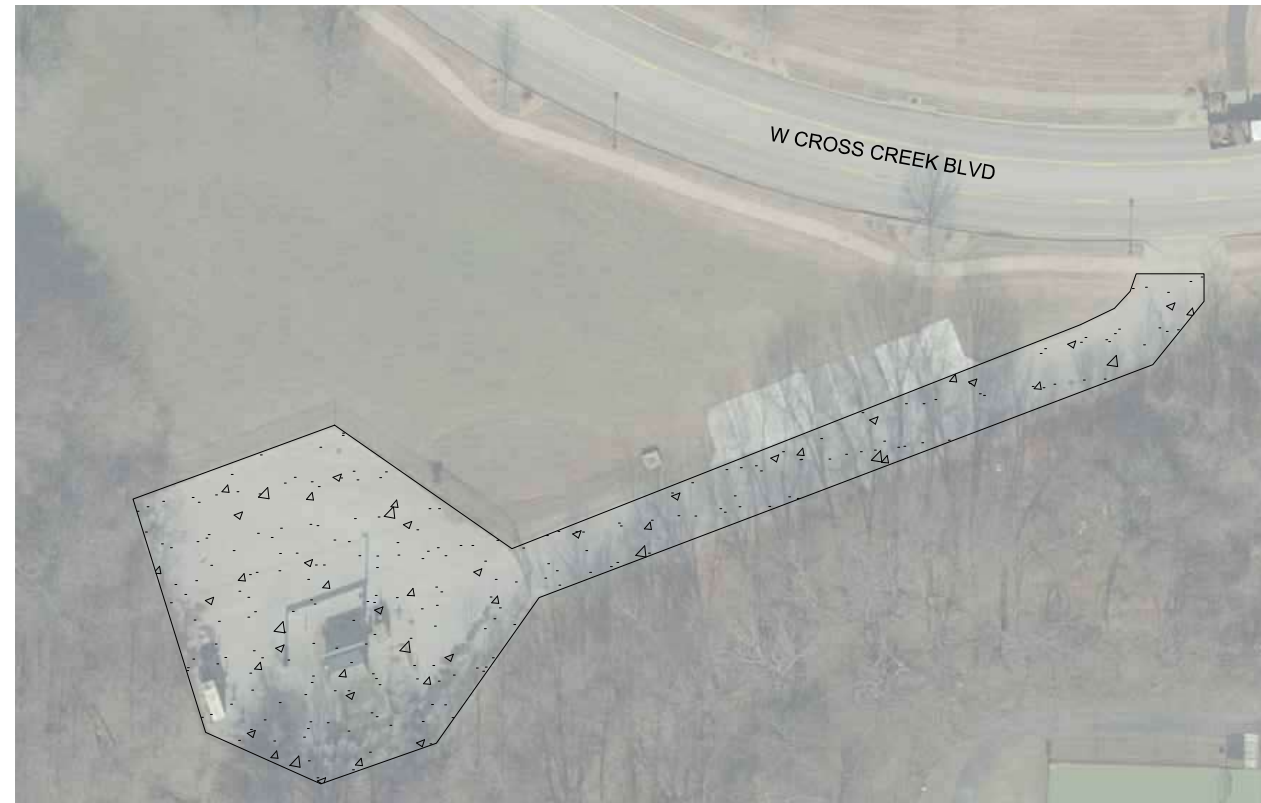
P.O. DRAWER 338  
 OFFICE - 601 SOUTH 2ND ROGERS, ARKANSAS  
 72757-0338

DRAWN BY: CSB	DATE: 08/07/25	SHEET NO. <b>1/3</b>
CHECKED BY:	PROJECT NUMBER:	



**ROLLER RIDGE LIFT STATION**

NTS  
 Location: 3101 S J St, Rogers, AR 72758  
 Scope of Work: Crack Repair & Seal Coat  
 Approx. Area: ~550 sq yd

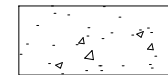


**GARRET LIFT STATION**

NTS  
 Location: 4759 W Cross Creek Blvd, Rogers, AR 72758  
 Scope of Work: Crack Repair & Seal Coat  
 Approx. Area: ~1,750 sq yd



**LEGEND**



APPROXIMATE AREA OF WORK



**SAVANNA LIFT STATION**

NTS  
 Location: 2008 W Savanna Dr, Rogers, AR 72758  
 Scope of Work: Crack Repair & Seal Coat  
 Approx. Area: ~200 sq yd



**BILTMORE LIFT STATION**

NTS  
 Location: 5914 S 67th St, Cave Springs, AR 72718  
 Scope of Work: Crack Repair & Seal Coat  
 Approx. Area: ~1,000 sq yd

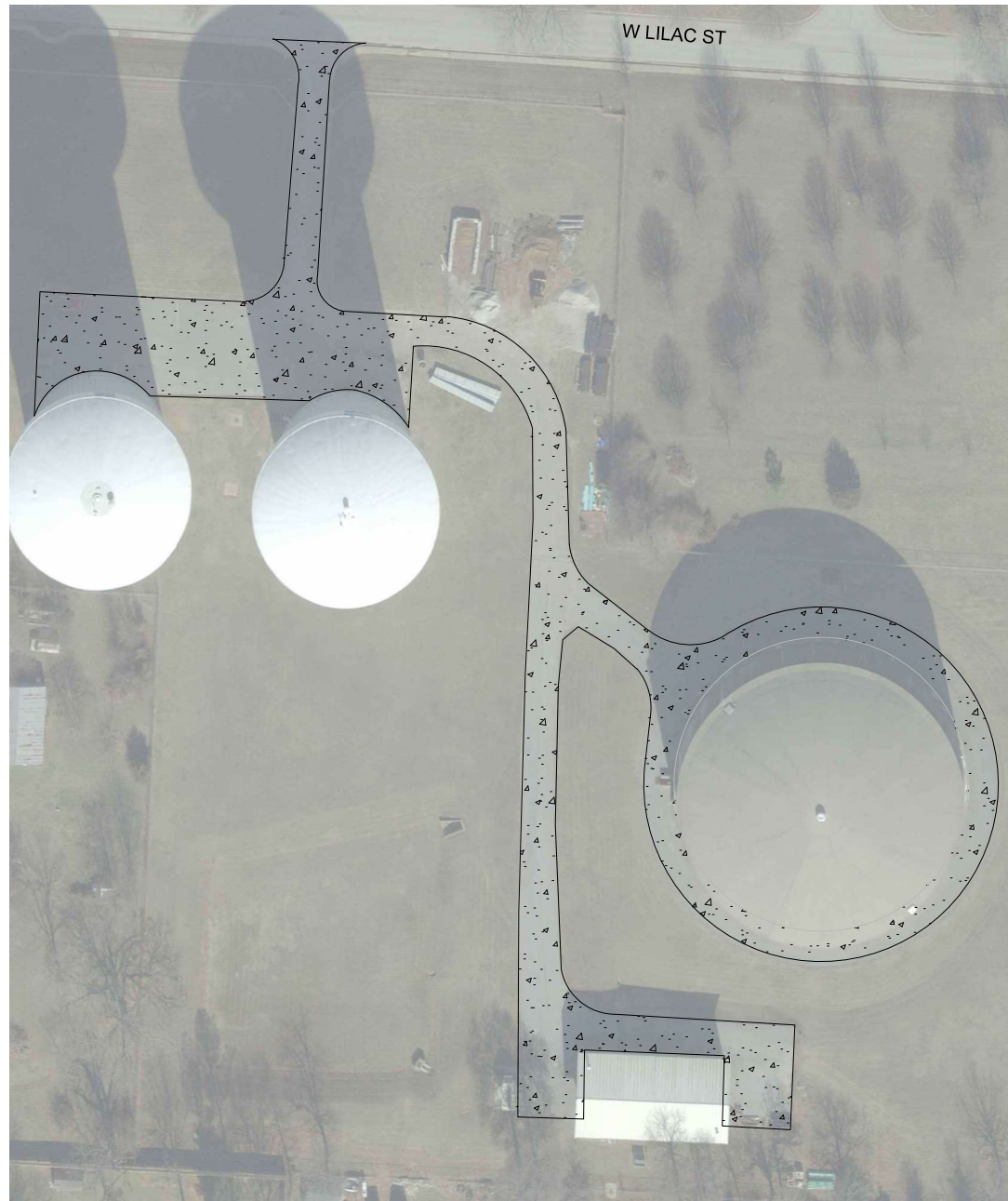
**2025 ROGERS WATER UTILITIES ASPHALT REHABILITATION**

**SITE PLAN**



P.O. DRAWER 338  
 OFFICE - 601 SOUTH 2ND ROGERS, ARKANSAS  
 72757-0338

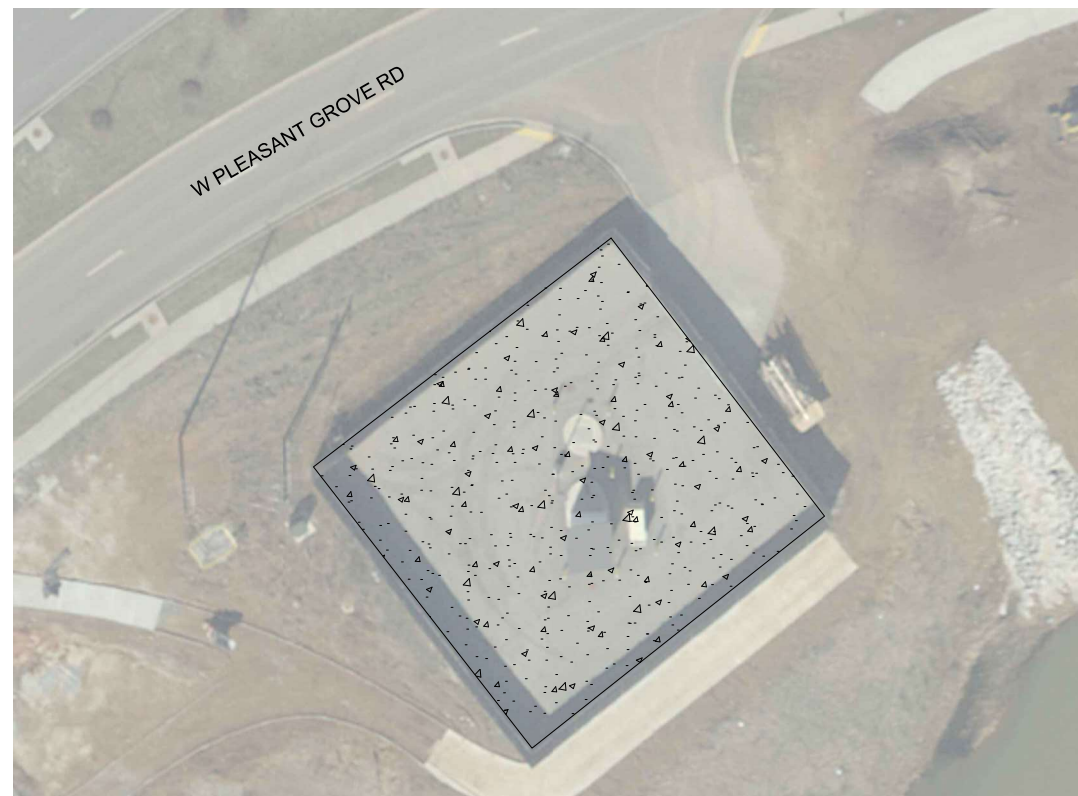
DRAWN BY: CSB	DATE: 08/07/25	SHEET NO. <b>2/3</b>
CHECKED BY:	PROJECT NUMBER:	



**LILAC WATER TOWERS**  
 NTS  
 Location: 2328 W Lilac St, Rogers, AR 72756  
 Scope of Work: Crack Repair & Seal Coat  
 Approx. Area: ~5000 sq yd



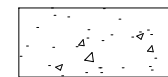
**DIXIELAND LIFT STATION**  
 NTS  
 Location: 1703 Stratton Rd, Rogers, AR 72756  
 Scope of Work: Crack Repair & Seal Coat  
 Approx. Area: ~850 sq yd



**SHADOW VALLEY 10 LIFT STATION**  
 NTS  
 Location: Near 4501 S Fieldcrest Ter, Rogers, AR 72758  
 Scope of Work: Crack Repair & Seal Coat  
 Approx. Area: ~950 sq yd



**LEGEND**



APPROXIMATE AREA OF WORK

**2025 ROGERS WATER UTILITIES ASPHALT REHABILITATION**

**SITE PLAN**



P.O. DRAWER 338  
 OFFICE - 601 SOUTH 2ND ROGERS, ARKANSAS  
 72757-0338

DRAWN BY: CSB	DATE: 08/07/25	SHEET NO. <b>3/3</b>
CHECKED BY:	PROJECT NUMBER:	

This color indicates a corrected value

<b>Bid Tabulation:2025 RWU Asphalt Rehabilitation</b>													
<b>Date of Bid Opening: September 10th, 2025</b>													
				<b>Engineers Estimate</b>		<b>Cyrus Service LLC</b>		<b>McCormick Asphalt Paving &amp; Excavating Inc.</b>		<b>Red Rock Paving LLC</b>		<b>Emery Sapp &amp; Sons</b>	
<b>Bid Item #</b>	<b>Bid Item Description</b>	<b>Unit Quantity</b>	<b>Bid Unit</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>	<b>Unit Price</b>	<b>Extension</b>
1	Mobilization	1	LS	\$6,000.00	\$ 6,000.00	\$2,000.00	\$ 2,000.00	\$3,500.00	\$ 3,500.00	\$15,500.00	\$ 15,500.00	\$1,000.00	\$ 1,000.00
2	Small Crack Repair (1/8" - 1/2")	15000	LF	\$1.49	\$ 22,350.00	\$0.65	\$ 9,750.00	\$0.95	\$ 14,250.00	\$1.15	\$ 17,250.00	\$0.89	\$ 13,350.00
3	Large Crack Repair (> 1/2")	2000	LF	\$2.49	\$ 4,980.00	\$1.00	\$ 2,000.00	\$1.10	\$ 2,200.00	\$2.25	\$ 4,500.00	\$1.21	\$ 2,420.00
4	Striping	1	LS	\$3,000.00	\$ 3,000.00	\$3,000.00	\$ 3,000.00	\$2,350.00	\$ 2,350.00	\$4,860.00	\$ 4,860.00	\$4,586.94	\$ 4,586.94
5	Seal Coat	48,370	SY	\$1.30	\$ 62,881.00	\$1.26	\$ 60,946.20	\$1.44	\$ 69,652.80	\$5.97	\$288,768.90	\$1.84	\$ 89,000.80
6	Traffic Control	1	LS	\$1,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$4,000.00	\$ 4,000.00	\$3,000.00	\$ 3,000.00	\$1,000.00	\$ 1,000.00
<b>Bid Totals:</b>				<b>\$100,711.00</b>		<b>\$79,196.20</b>		<b>\$95,952.80</b>		<b>\$333,878.90</b>		<b>\$111,357.74</b>	

<b>Bid Tabulation for 2025 RWU Asphalt Rehabilitation</b>	
Engineer's Estimate	\$ 100,711.00
Cyrus Service LLC	\$ 79,196.20
Red Rock Paving LLC	\$ 95,952.80
Emery Sapp & Sons	\$ 111,357.74
McCormick Asphalt Paving & Excavating	\$ 333,878.90

Engineering Staff is recommending to accept the bid from Cyrus Service LLC for the bid amount of \$79,196.20

RPCF Capacity Improvement Project  
Summary of Engineering Proposal

Staff requests authorization to enter into an agreement with Freese & Nichols, Inc. for the design of a capacity improvement project at the Rogers Pollution Control Facility for a lump sum contract in the amount of **\$11,504,900**. Staff further requests authorization to negotiate the final form and content of the Agreement.

Description of Improvements: The proposed design phase for these improvements follows the completion of a Facility Master Plan and Preliminary Design Report (PDR). These improvements will focus on replacing preliminary and tertiary treatment elements at the RPCF with higher capacity processes that will allow the facility to process wet weather flows at the projected 2040 design flows. Target capacities are based on influent flows of 15.5 MGD average and 72 MGD peak hour.

Below is a summary of the proposed improvements included in the basic design services. New peak flow storage and hydraulic improvements are assumed to be delivered in one package, and the rest of the improvements are assumed to be delivered in a second work package.

- Work Package 1

- Peak Flow storage (i.e. equalization basin) and associated hydraulic improvements

Work Package 2

- Rerouting incoming pipelines to the proposed treatment units
- A new Coarse Screening Facility for lift station protection
- A new Influent Lift Station
- Approx. 6.5 million gallons (MG) of additional peak flow storage
- A new Headworks Facility consisting of fine screens and grit removal processes
- Odor control measures for the proposed preliminary treatment processes
- Hydraulic relief measures in the two oldest secondary treatment trains
- A new cloth-media Tertiary Filter Facility
- A new UV Disinfection Facility
- A new post aeration system
- A new non-potable water system;
- A new backup generator for new processes, based on an overall plant power evaluation
- Associated electrical, controls and SCADA system improvements
- Associated yard piping and hydraulic improvements identified in the PDR
- Associated drainage, landscaping, and paving improvements
- Demolishing or decommissioning existing facilities that will be phased out upon completion of this project

## RPCF Capacity Improvement Project Summary of Engineering Proposal

Engineering design services for these items also include:

- Surveying
- Geotechnical Investigation
- Grit Classification
- Develop & Maintain Schedule
- Manage internal design team and subconsultants
- Attend meetings, prepare agendas and minutes
- Regular Coordination with RWU and CMAR
- Submit monthly progress reports
- Building Information Modeling
- Floodplain Modeling
- Quality control reviews
- Value engineering reviews in collaboration with CMAR
- Permitting

The following items are not included in this proposal, that would be cause for contract amendment:

- Significant changes in scope of work
- Bidding / construction phase services
- Unforeseen circumstances or environmental conditions
- Significant delays or escalations beyond the control of the engineer
- Preparation of documents related to government grants / loans
- Physical pump modeling
- Preparation or review of environmental impact statements
- Excessive number of reviews / responses to RFIs as requested by RWU or CMAR

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES  
(WHEN OWNER RETAINS A CONSTRUCTION MANAGER AT RISK)**

**Prepared By**



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**EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES  
(WHEN OWNER RETAINS A CONSTRUCTION MANAGER AT RISK)**

**LIST OF EXHIBITS**

- Exhibit A—Engineer’s Services
- Exhibit B—Deliverables
- Exhibit C—Amendment to Owner-Engineer Agreement
- Exhibit D—Reserved
- Exhibit E—EJCDC® CMAR-626, Notice of Acceptability of Work
- Exhibit F—Electronic Documents Protocol (EDP)
- Exhibit F—Attachment 1: Software Requirements For Electronic Document Exchange
- Exhibit G—Insurance
- Exhibit H—Dispute Resolution
- Exhibit I—Limitations Of Liability
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- Exhibit J—Payments to Engineer for Services and Reimbursable Expenses  
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Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information—Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

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Project Title: Rogers Pollution Control Facilities (RPCF) Capacity Improvements Project

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Type and Size of Facility: **Pollution Control Facility**  
Current capacity of 14 million gallons per day (MGD) average annual daily inflow, 36 MGD peak hour inflow  
  
Proposed capacity of 15.5 MGD average annual daily inflow, 72 MGD peak hour inflow

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Description of Improvements: The proposed design phase for these improvements follows the completion of a Facility Master Plan and Preliminary Design Report (PDR). These improvements will focus on replacing preliminary and tertiary treatment elements at the RPCF with higher capacity processes that will allow the facility to process wet weather flows at the projected 2040 design flows. Target capacities are based on influent flows of 15.5 MGD average and 72 MGD peak hour.

Below is a summary of the proposed improvements to the RPCF. New peak flow storage and hydraulic improvements are assumed to be delivered in one package, and the rest of the improvements are assumed to be delivered in a second work package.

- Rerouting incoming pipelines to the proposed treatment units;
- A new Coarse Screening Facility for lift station protection;
- A new Influent Lift Station;
- Approx. 6.5 million gallons (MG) of additional peak flow storage;
- A new Headworks Facility consisting of fine screens and grit removal processes;
- Odor control measures for the proposed preliminary treatment processes (Coarse Screening Facility, Influent Lift Station, and Headworks Facility);
- Hydraulic relief measures in the two oldest secondary treatment trains to improve system hydraulics;
- A new cloth-media Tertiary Filter Facility to replace the aging traveling-bridge filters;
- A new UV Disinfection Facility to replace the existing gas chlorine disinfection system;
- A new post aeration system, if determined to be required by the Owner and regulatory requirements;
- A new non-potable water system;
- A new backup generator to serve the new processes, if needed based on an overall plant power evaluation;
- Associated electrical, controls and SCADA system improvements;
- Associated yard piping and hydraulic improvements identified in the PDR;
- Associated drainage, landscaping, and paving improvements; and
- Demolishing or decommissioning existing facilities that will be phased out upon completion of this project, including the influent lift station, flow diversion structure,

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	headworks, traveling bridge filters, chlorine disinfection facilities, re-aeration facilities, high-purity oxygen injection facilities, and other portions of the RPCF.
Prior Studies, Reports, Plans:	Facility Master Plan and Preliminary Design Report
Facility Location(s):	4300 S. Rainbow Rd., Rogers, AR 72758
Project Assumptions:	<p>The project is expected to be delivered through a collaborative delivery method; Construction Manager at Risk (CMAR or CM at Risk). RWU will select a Construction Manager at Risk. FNI will assist RWU in the selection procedures and engage in the collaborative process with the selected CMAR.</p> <p>The design effort for structural engineering is based on a Site Class C. Additional services will be required if the site is determined to be a Class D or E which would result in substantially different seismic design requirements and additional engineering effort.</p> <p>FNI is responsible for front end documents, Div 00 and Div 01, and FNI standards will be used on this project.</p>
Other Pertinent Information:	Only design phase engineering services are included in this scope. Future bid and construction phase engineering, inspection, and other related services will be detailed in a future agreement.

Engineer shall provide Basic and Additional Services as set forth below.

## ARTICLE 1—BASIC SERVICES

### 1.01 Management of Engineering Services

- a. All phases of Engineer’s services will include management of Engineer’s Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
  1. Develop and submit an Engineering Services Schedule in Microsoft Project. The Engineering Services Schedule will:
    - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.
    - b. be updated on a monthly basis, and as required to reflect any programmatic decisions by Owner.

- c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
- 2. Manage efforts of internal design team and subconsultants on the Project and perform Quality Control reviews of all deliverables. Quality Control reviews will include use of FNI's Disciplinary (e.g. treatment, electrical, structural, etc.) QC checklists, provision of QC Plan Documentation and provision of comment/response forms for documenting and responding to Owner comments on all submittals.
- 3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
- 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
- 5. Prepare meeting agendas and minutes and attend the following meetings:
  - a. Attend monthly project coordination meetings with Owner including:
    - 1. Up to 18 monthly meetings during Final Design Services  
 Bid, Construction, and post-construction phase meetings will be addressed in a future amendment.
  - b. Attend up to 6 meetings with third parties, including other consultants providing services to Owner.
  - c. Attend up to 2 meetings with outside utility providers (e.g. electrical) needed for the Project.
  - d. Attend up to 4 public meetings needed for the Project and prepare engineering documents and presentation materials needed for the public meetings.
  - e. Attend up to 4 Council and/or Commission meetings with the City of Rogers and/or Rogers Water Utilities for planning, development, and engagement as needed for the Project.
- 6. Collaborate with Owner and CMAR during all phases of Engineer's services.
- 7. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
- 8. Conduct ongoing management tasks, including:
  - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
  - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner, and if applicable with CMAR, to discuss progress, schedule, budget, issues, potential problems, and their resolution; and

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- c. Provide a web-based Document Control System (DCS) (e.g. SharePoint, FNIManager, or RWU preferred DCS). Share documents through the DCS including all deliverables, minutes, decision logs, action items, reports, and pertinent documents.
- f. Engineer's Basic Services, and the management of such services, are based on the condition that the Work designed or specified by Engineer will be performed under a single Work Authorization, encompassing no more than two Work Packages, for construction of the Work described in the Owner-CMAR Contract. Changes to these assumed conditions will be considered in the mandatory Amendment process described in Exhibit A Paragraph 1.04.C below.
- g. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's BIM and CAD standards, using Autodesk Revit 2025 (version subject to appropriate updates).
- h. The source documents for the draft and final front end documents and Specifications in all phases of Engineer's services will be Engineer's standard front end documents and specifications, unless otherwise mutually agreed upon by the parties.

#### 1.02 Final Design Phase

- a. After acceptance by Owner of the Preliminary Design Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner will await receipt of CMAR's priority input and advice regarding the Preliminary Design Report's content concerning coordination of utilities work, both above-ground utilities and Underground Facilities, Underground Facilities Procedure, and mitigation of utilities conflicts, and CMAR's recommendations regarding Work Packages and fast-tracking.
- b. The Work designed or specified by Engineer will be performed or furnished by Subcontractors to the CMAR, or on a self-perform basis by CMAR, under multiple Work Packages. Upon Owner's receipt of CMAR's recommendations regarding Work Packages and fast-tracking, Owner, CMAR, and Engineer, working collaboratively, will finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.
- c. Mandatory Amendment of the Agreement
  - 1. Owner and Engineer will develop a revised schedule for performance of Engineer's services during the Final Design, Construction, and Post-Construction Phases in order to properly sequence and coordinate such services, especially with respect to design revisions, if any, needed in response to coordination of utilities work, both above-ground utilities and Underground Facilities, Underground Facilities Procedure, and mitigation of utilities conflicts, and regarding the finalization of the number, scope, and schedule for multiple Work Packages.

2. Owner and Engineer will discuss, resolve, and document in a mandatory Amendment to this Agreement the revisions to Engineer's scope of services, compensation, through application of the provisions regarding Additional Services, or otherwise, and the time for completion of Engineer's services, resulting from: (1) specific modifications to the Project, (2) changes, refinements, or supplementation of the Baseline Information; (3) the revised schedule for Engineer's services developed under Paragraph C.1, (4) CMAR input and advice regarding coordination of utilities work, both above-ground utilities and Underground Facilities, Underground Facilities Procedure, and mitigation of utilities conflicts, and the resulting need for design revisions; and (5) CMAR's recommendations regarding Work Packages and fast-tracking.
  3. If Owner and Engineer are not able to reach agreement regarding the mandatory Amendment described above, then the Agreement between Owner and Engineer will terminate, subject to the payment provisions applicable to a termination for Owner's convenience.
- d. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CMAR, in accordance with the Preliminary Design Report, as revised, and other Preliminary Design Phase deliverables. In preparing such final Drawings and Specifications, Engineer shall consider the mandatory Amendment referred to above; CMAR's priority input and advice regarding coordination of utilities work, both above-ground utilities and Underground Facilities, Underground Facilities Procedure, and mitigation of utilities conflicts; and the results of the Cost of the Work review, constructability, and value engineering processes described in Exhibit A, Paragraph 1.04.H.8 below. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables schedule in Exhibit B:
1. First Final Design Phase draft of all Drawings and Specifications.
  2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner and CMAR comments, as appropriate, and including appropriate design advancement.
  3. Final Drawings and Specifications that address Owner and CMAR comments, as appropriate; complete the design; are suitable for estimating and pricing by prospective construction contractors; and are complete and ready for construction.
- e. In preparing the Specifications, and any other documents that are part of Engineer's scope of services, Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting the Specifications and other Project documents.
- f. During the Final Design Phase, the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This will include:

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1. Review and analysis of input and advice from CMAR, based on CMAR's priority review of the Preliminary Design Report, regarding coordination of utilities work, both above-ground utilities and Underground Facilities, Underground Facilities Procedure, and mitigation of utilities conflicts, and performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A, Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A, Paragraph 1.03.B.9.
  2. Addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design and considering such in preparing the Drawings and Specifications.
- g. Engineer shall perform or furnish the following other Final Design Phase services:
1. Assist with or prepare applications for permits and approvals, as follows:
    - a. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
    - b. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
    - c. Identify and indicate in the CMAR Contract Documents the permits and approvals for which CMAR will be responsible, including work permits, building permits, and other permits and approvals that will be CMAR's responsibility; and, in addition, indicate those permits initially obtained by Owner for which CMAR will be a co-permittee, together with associated requirements.
    - d. Engineer does not guarantee issuance of any required permit or approval.
    - e. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
  2. CMAR and Engineer will participate in a collaborative process with respect to the determination of probable Cost of the Work during the Final Design Phase:
    - a. At the commencement of the Final Design Phase the Engineer will furnish a copy of the Preliminary Design Report, as revised, to CMAR.
    - b. CMAR will review the design information presented in the Preliminary Design Report and prepare CMAR's own independent opinion of the Cost of the Work based on such design information. If CMAR's independent opinion of probable Cost of the Work differs substantially from the opinion of probable Cost of the Work in the Preliminary Design Report, CMAR will confer with Owner and Engineer regarding CMAR's cost opinion, investigate the reasons for the difference and confirm the cost opinion or, if appropriate, modify such opinion.
    - c. Promptly after Engineer submits the First Final Design draft and subsequently after submittal of the Second Final Design Phase draft, CMAR will update its opinion of probable Cost of the Work based on the interim design set forth in the draft.

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- d. Engineer will review the opinions of probable Cost of the Work prepared by the CMAR, and provide comments based on information obtained during the design.
  - e. Owner will monitor opinions of probable Cost of the Work and provide Owner's perspective to Engineer.
  - f. Unless instructed otherwise by Owner, Engineer is entitled to rely on the CMAR's Cost of the Work opinions and will take such opinions into account as Engineer finalizes the design.
3. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  4. Review the preliminary schedule for the Construction Phase prepared by the CMAR in consultation with Owner and advise Owner of impacts on the schedule for preparing the Drawings and Specifications.
  5. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
    - a. First draft design review meeting at Owner's office.
    - b. Second draft design review meeting at Owner's office.
    - c. Third draft design review meeting at Owner's office.
    - d. Fourth draft design review meeting at Owner's office.
    - e. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
  6. Constructability review performed by CMAR
    - a. Prescribe the processes and procedures to be used by CMAR to make review comments with respect to the in-progress design documents under review.
    - b. Provide qualified and timely input, response, and advice on one set of constructability review recommendations presented by the CMAR during the Final Design Phase.
    - c. If the constructability review recommendations suggest revisions to the Drawings or Specifications, revise the Drawings and Specifications to the extent such recommendations are acceptable and revisions are appropriate, in Engineer's professional judgment, based on consistency with the Engineer's design intent, sound engineering practices, and Engineer's professional obligations. Any such revisions are compensable as an Additional Service under Exhibit A, Paragraph 2.01.A.1.
  7. Value Engineering
    - a. In collaboration with Owner and CMAR, participate in a Value Engineering review at the completion of the first draft of the Final Design Phase documents

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(approximately 60% completion) to assist in identifying ways to improve value to the Owner or reduce costs. Such studies will identify potential design changes which could reduce construction costs or increase the value of the Project by more than the cost of implementing such changes. The cost of implementing change will include design fees to be paid to the Engineer for making such changes. Engineer will furnish such estimated design cost information to Owner.

- b. Evaluate proposed alternatives in value engineering studies for overall cost, ability to implement the changes, technical analysis, and the impact of changes on the overall Project. CMAR will present the technical and economic analysis to the Owner and Engineer for their consideration, in a draft report. Engineer will respond, and the final report will include Engineer's opinion as to the merit of the proposed changes, and Engineer's estimated fee to implement the proposed changes.
  - c. As directed by Owner, revise the final design to incorporate value engineering proposals accepted by Owner, provided the design changes will be consistent with the Engineer's design intent, sound engineering practices, and Engineer's professional obligations. Costs for making design revisions recommended by the Owner are Additional Services per Exhibit A, Paragraph 2.01.A.1.
8. Perform or provide the following other Final Design Phase activities or deliverables:
- a. Meetings and Site Visits:
    - 1) Conduct up to 8 site visits by the engineering team to the treatment plant, for coordination on detailed design aspects for completion of the Project.
    - 2) Coordinate, facilitate, and/or support routine meetings and workshops with the CMAR through the design development.
  - b. Provide guidance to and collaboration with the CMAR for Subsurface Utility Engineering (SUE) investigation of critical areas at the treatment plant site to detect underground utilities including, but not limited to, water lines, wastewater lines, gas and/or oil lines, electric conduit and buried electrical power, phone, fiber optic and other buried infrastructure. Engineer will provide guidance and oversight. All field work, excavations, hydro-excavations, potholing, radar, or other methods of SUE investigation are the responsibility of the CMAR.
  - c. Electrical relay, power system and ARC flash studies.
  - d. Phased design approach and early work packages for hydraulic improvements and peak flow storage facilities.
  - e. Provide Matterport 3D imaging and scans to support the design of the improvements and to provide information to supplement plant survey.
  - f. Provide detailed Topographic Surveying of the plant site required for the design phase.
  - g. Provide a Geotechnical Investigation and Geotechnical Engineering Report of the plant site required for the design phase.

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- h. Assistance in the CMAR-led assessment of the interrupted electrical loop on the plant's power feed.
- i. Floodplain modeling and evaluation to determine and/or demonstrate impacts to the Base Flood Elevations (BFEs) in the Osage Creek floodplain for the proposed RPCF improvements. Floodplain effort beyond a no-rise analysis, certification, and compliance with City of Rogers Floodplain Development Permit requirements will be an additional service. Additional services may include a CLOMR, as-built survey following construction, and a LOMR.
- j. Prepare BIM models, drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed for each milestone submittal described below and for the final construction contract documents. For the purposes of design planning, the alternative is assumed to include the major items listed in the narrative and as identified in the findings of the Preliminary Design Phase listed above. If a process other than the recommended alternative from the PDR is chosen, additional engineering effort required to incorporate the new alternative would be an Additional Service.
- k. Detailed design elements shall be developed using AutoCAD and Autodesk Revit BIM software for modeling the plant arrangement, coordinating with the Owner on the detailed mechanical, equipment, and structures, and for the development of plan sheets for bidding purposes. As such, some reviews will include 3D BIM Model reviews, and some will incorporate traditional 2D plan reviews.
  - 1) Level 1 Review - Initial Submittal, First Draft Design, (20-30% Design Level): The Level 1 review will include a half-day workshop to review initial process and instrumentation diagrams, process control concepts, relevant one-line diagrams, proposed process layouts and introductory training to model review software such as BIM360, if needed, and specification list
  - 2) Level 2 Review - Model Overview Submittal, Second Draft Design, (35-45% Design Level): The Level 2 review will include a half-day workshop to provide model reviews and/or printed isometric views of proposed major facility improvements. Owner shall receive a walk-through of the facility models, using designated model review software, including relevant treatment process, structural, electrical, architectural, and plumbing/HVAC elements. FNI will document and address Owner comments before developing detailed construction contract drawings.
  - 3) Level 3 Review – Midpoint Submittal, Third Draft Design, (60-70% Design Level): The Level 3 review will include a single-day workshop to provide a detailed review of both model spaces and conventional 2D construction contract drawings for the proposed design improvements and draft specifications. Level 3 review will also include various disciplinary cross-check reviews and QCs by FNI, constructability reviews by FNI and initial workshop discussions on Maintenance of Plant Operations (MOPO) and construction sequencing, and development of a Draft MOPO and construction sequencing

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plan. FNI will document and address Owner comments before developing the Level 4 submittal.

- 4) Level 4 Review – Final Submittal, Fourth Draft Design, (90-100% Design Level): The Level 4 review will include a single-day workshop to provide a detailed review of all final design plans and specifications, final constructability reviews, final disciplinary cross-check reviews and disciplinary QC documentation. FNI will document and address Owner comments before developing final plans and specifications for construction.

h. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A, Paragraph 1.04.D.3 above); review and comment on the most recent opinion of probable Cost of the Work prepared by the CMAR; and any other Final Design Phase deliverables, and review the deliverables with Owner.
2. Revise the Final Design Phase deliverables in response to Owner's and other's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the Final Design Phase deliverables, as revised.

## ARTICLE 2—ADDITIONAL SERVICES

### 2.01 Additional Services Not Requiring Owner's Written Authorization

- a. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as Additional Services as indicated in Exhibit J.
  1. Substantive design and other technical services in connection with (a) Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner, and (b) recommendations set forth in constructability reviews and value engineering studies conducted by CMAR.
  2. Services essential to the orderly progress of the Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual proposers or contractors and including:
    - a. revising Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;

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- b. services after the award of the CMAR Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
  - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the CMAR Contract; and
  - d. providing to the CMAR or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by CMAR.
5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses, but not including the design-related services already assigned to Engineer as a Basic Service.
7. Services, other than Basic Services during the Post-Construction Phase in connection with any partial utilization of the Work by Owner prior to Substantial Completion of the Work as a whole.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from CMAR or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other CMAR submittal more than three times, as a result of repeated inadequate submissions by CMAR.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or CMAR's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.
13. Preparing for, coordinating with, participating in, and responding to multiple constructability reviews and value engineering studies conducted by CMAR, in excess of the response to one constructability review and one value engineering study, required as a Basic Service in Exhibit A, Paragraph 1.04.H.7 and 8.
14. Preparing for, coordinating with, participating in, and responding to input from CMAR during the Study and Report Phase or Preliminary Design Phase.

## 2.02 Additional Services Requiring Owner's Written Authorization

- a. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as Additional Services, as indicated in Exhibit J.
  1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
  2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
  3. Preparation of applications and supporting documents, in addition to those furnished under Basic Services, for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A, Paragraph 1.02.A.1.

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7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
  - a. all-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
  - b. detailed consideration of operations, maintenance, and overhead expenses;
  - c. the preparation of feasibility studies, such as those that include projections of output capacity, utility project rates, project market demand, or project revenues, and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - d. preparation of appraisals;
  - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing;
  - f. detailed quantity surveys of materials, equipment, and labor; and
  - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
  - a. Services attributable to more Work Authorizations than specified in Exhibit A, Paragraph 1.01.B.
  - b. Services to arrange for performance of construction services for Owner by contractors other than CMAR and administering Owner's contract for such services.
13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Exhibit A, Article 1).
14. Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, independent cost estimating and project peer review; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such independent review processes.

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**Exhibit A—Engineer's Services.**

**Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
(when Owner retains a Construction Manager at Risk).**

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15. Preparing Proposal Documents; preparing pre-qualification procedures and documents; participating in pre-qualifying prospective Proposers; and preparing Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and CMAR.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F, Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including CMAR, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of CMAR, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Project, Site, and adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from CMAR, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

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Exhibit A—Engineer's Services.

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27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project, but not including disputes between Owner and Engineer.
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable CMAR to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring CMAR's compliance with warranties and guarantees called for in the CMAR Contract, except as agreed to under Basic Services.
33. Additional site visits, including but not limited to additional periodic visits, or attendance at construction progress meetings or workshops, in excess of those visits, meetings, or workshops required under Basic Services; and additional visits made at Owner's request, or as engineer of record.
34. Preparation of a Stormwater Pollution Prevention Plan (SWPPP) for the Project.
35. Field layouts or the furnishing of construction line and grade surveys
36. Engineering for Closed circuit television (CCTV) and/or security systems
37. Engineering for replacement of existing PLCs
38. Engineering for replacement or new software packages; including SCADA
39. Engineering related to improvements to the existing electrical loop
40. Additional engineering as a result of a Site Class other than Site Class C and Seismic Category B.
41. Physical modeling, as indicated in Section 9.8.7 of the American National Standard for Rotodynamic Pumps for Pump Intake Design published by the Hydraulic Institute (HI) and American National Standard Institute (ANSI) in September 2024.
42. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**ARTICLE VI - DESIGNATED REPRESENTATIVES:** FNI and OWNER designate the following representatives:

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Exhibit A—Engineer's Services.  
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Owner's Designated Representative –

Brian Sartain  
601 S. 2<sup>nd</sup> St.  
Rogers, AR 72757  
(479) 640-8970  
BrianSartain@rwu.org

Owner's Accounting Representative –

Jered Sigmon  
601 S. 2<sup>nd</sup> St.  
Rogers, AR 72757  
(479) 936-5405  
JeredSigmon@rwu.org

FNI's Designated Representative –

Jason Cocklin, PE, BCEE  
903 N. 47<sup>th</sup> St  
Suite 250  
Rogers, AR 72756  
479.434.1191  
jc@freese.com

FNI's Accounting Representative –

Stephanie Kirchstein  
12770 Merit Drive  
Suite 900  
Dallas, TX 75251  
214.217.2212

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Exhibit A—Engineer's Services.

Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
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**EXHIBIT B—Deliverables**

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit <b>5</b> copies of the first Final Design Phase draft of Drawings and Specifications, including Division 01 content prepared by Engineer, to Owner.	1.04.D.1	Within <b>[number]</b> days of Owner’s authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.D.1	Within <b>[number]</b> days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit <b>[number]</b> copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.D.2	Within <b>[number]</b> days of the receipt of Owner’s comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.D.2	Within <b>[number]</b> days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit <b>[number]</b> copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.D.3 and 1.04.I.1	Within <b>[number]</b> days of the receipt of Owner’s comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.I.2	Within <b>[number]</b> days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.

**Exhibit B—Deliverables Schedule.**

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner [number] copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and any other Final Design Phase deliverables to include final renderings of the improvements as well as GIS and related data.	1.04.I.3	Within [number] days of receipt of Owner’s final comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, and any other Final Design Phase deliverables.

**Exhibit B—Deliverables Schedule.**

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**EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT**

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**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**

Engineer: **[Name of Engineer]**

Project: **[Name of Project]**

Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

**[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]**

Agreement Summary:

Original agreement amount: \$  
Net change for prior amendments: \$  
This amendment amount: \$  
Adjusted Agreement amount: \$  
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

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**Exhibit D—Reserved.**

**Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
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**Exhibit E—Notice of Acceptability of Work.**

**Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
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## NOTICE OF THE ACCEPTABILITY OF THE WORK

	Project No.
Owner:	_____
Engineer:	_____
Construction Manager at Risk:	_____
Project:	_____
Contract Name ("Contract"):	_____
Notice Date: _____	Effective Date of the Contract: _____

In support of its recommendation of payment of the Construction Manager at Risk's final Application for Payment, the Owner gives notice, with Engineer's express approval, that the Work furnished and performed by Construction Manager at Risk under the Contract is acceptable, expressly subject to the provisions of the Contract Documents, and of the Agreement between Owner and Owner's Advisor dated **[date of such agreement]** ("Owner-Owner's Advisor Agreement") and the Agreement between Owner and Engineer for Professional Services dated **[date of such professional services agreement]** ("Owner-Engineer Agreement"). This Notice of the Acceptability of the Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. Owner's Advisor has prepared and issued this Notice with the skill and care ordinarily used by members of Owner's Advisor's profession practicing under similar conditions at the same time and in the same locality.
2. Engineer's express approval of this Notice has been granted with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
3. This Notice reflects and is an expression of the professional opinions of Owner's Advisor and Engineer.
4. This Notice has been prepared to the best of Owner's Advisor's and Engineer's knowledge, information, and belief as of the Notice Date.
5. This Notice is based entirely on and expressly limited by the scope of services that Owner's Advisor and Engineer have been employed by Owner to perform or furnish during construction of the Work, including observation of the Construction Manager at Risk's Work, under the Owner-Owner's Advisor Agreement and the Owner-Engineer Agreement, and applies only to facts that are within Owner's Advisor's or Engineer's respective knowledge, or could reasonably have been ascertained by Owner's Advisor or Engineer, respectively, as a result of carrying out the responsibilities specifically assigned to Owner's Advisor or Engineer under such Owner-Owner's Advisor Agreement or Owner-Engineer Agreement.
6. This Notice is not a guarantee or warranty of Construction Manager at Risk's performance under the Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Construction Manager at Risk to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

7. This Notice does not relieve Construction Manager at Risk of any surviving obligations under the Contract and is subject to Owner’s reservations of rights with respect to completion and final payment.

	Approved by Engineer	Issued by Owner’s Advisor
By (signature):	_____	_____
Name (printed):	_____	_____
Title:	_____	_____

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**Exhibit E—Notice of Acceptability of Work.**

**Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
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## **EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

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### **ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1—Software Requirements for Electronic Document Exchange:

#### **1.01 Electronic Documents Protocol**

- a. Electronic Transmittals—The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, Owner's Advisor, or any CMAR or other entity directly contracted with the Owner to furnish Program-related services. Owner expressly agrees that the terms of this Protocol will be incorporated into a corresponding electronic document protocol with Owner's Advisor. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed

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Exhibit F—Electronic Documents Protocol (EDP).

Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
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and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

## 2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
  - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **[File Size]** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
  - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (IT) for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit F or implementation of other Electronic Documents protocols.

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### Exhibit F—Electronic Documents Protocol (EDP).

Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
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- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The **[Owner] [Engineer] [Name Other Third Party]** will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Owner's Advisor, Engineer, CMARs, during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website: **[modify in sufficient detail below the operational requirements for the website below]**.
  - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the Parties.
  - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website.
  - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication, and document archives, etc.).
  - 4) Include any other Project Website attributes that may be pertinent to the use of the facility by Project-related parties and evaluation by those parties of the functionality and cost of such use.
  - 5) Operation of the Project Website by the Engineer shall be part of Engineer's Basic Services and compensation, including expenses associated with operation for a the duration of the project, is included in the Lump Sum fee detailed in Exhibit J.

b. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party, and if relevant from third parties, using the software formats required in this section of the EDP.
    - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
  2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
  3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.
- c. Format and Distribution of Deliverables
1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner or Owner's Advisor. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner or Owner's Advisor as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner or Owner's Advisor in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
  2. If a Document will be distributed to third parties, such as Owner's Advisor, prospective Proposers, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).
    - a. If a format for Document distribution other than PDF is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
      - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third

party's application or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

- 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
- 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
- 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information, in source or modified file format, to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third-party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

d. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release, or direct Engineer to release, an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F, Paragraph 1.01.C, in a format other than those identified in Exhibit F, Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) Owner's Advisor, a CMAR, or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F, Paragraph 1.01.C.2.a.1-4 above.
2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F, Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner

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**Exhibit F—Electronic Documents Protocol (EDP).**

**Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
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to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

**EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	CMAR's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner, Owner's Advisor, and Engineer; and their responses to CMAR's Submittals, Shop Drawings, Correspondence, and Applications for Payment.	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract.	Email w/ Attach or LFE	PDF	
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification. See Note (3) for such layout, plan, map, and Drawings submittals to the Owner's Advisor.	Email w/ Attach or LFE	DWG	(3)
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner or Owner's Advisor for future word processing use and modification.	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner or Owner's Advisor by Engineer for future data processing use and modification.	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner or Owner's Advisor for future data processing use and modification.	Email w/ Attach or LFE	DB	
<b>Notes</b>				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	<b>[Provide specific details here.]</b>			
<b>Key</b>				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (Project Website, FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by <b>[Bluebeam® Revu®][Adobe® Acrobat Reader] [other][version number]</b> or later.			
DWG	Autodesk® AutoCAD. dwg format Version <b>[number]</b> .			
DOC	Microsoft® Word. docx format Version <b>[number]</b> .			
EXC	Microsoft® Excel .xlsx or .xml format Version <b>[number]</b>			
DB	Microsoft® Access .mdb format Version <b>[number]</b>			

**EXHIBIT G—INSURANCE**

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**ARTICLE 1—INSURANCE**

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G, Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- a. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

<b>Coverage</b>	<b>Policy limits of not less than:</b>
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Bodily Injury, Each Accident	\$
Bodily Injury by Disease, Each Employee	\$
Bodily Injury by Disease, Aggregate	\$
<b>Commercial General Liability</b>	
General Aggregate	\$
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$
<b>Automobile Liability</b>	
Each Accident	\$
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$
General Aggregate	\$
<b>Professional Liability</b>	
Each Claim Made	\$
Annual Aggregate	\$
<b>Unmanned Aerial Vehicle Liability Insurance</b>	
Each Claim	\$
General Aggregate	\$
<b>Other Insurance [Specify]</b>	
Each Claim	\$
General Aggregate	\$

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**Exhibit G—Insurance.**

Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
(when Owner retains a Construction Manager as Advisor).  
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In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Bodily Injury, Each Accident	\$
Bodily Injury by Disease, Each employee	\$
Bodily Injury by Disease, Aggregate	\$
<b>Commercial General Liability</b>	
General Aggregate	\$
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$
<b>Automobile Liability</b>	
Each Accident	\$
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$
General Aggregate	\$
<b>Unmanned Aerial Vehicle Liability Insurance</b>	
Each Claim	\$
General Aggregate	\$
<b>Other Insurance [Specify]</b>	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- a. Owner shall cause Engineer and other individuals or entities, if any, identified below to be listed as additional insureds on all Owner's general liability policies that are applicable to the Project. Owner shall require Owner's Advisor's and CMAR to list Engineer and other individuals or entities, if any, identified below to be listed as additional insureds on general liability policies as required by Paragraph 6.04.D of the Agreement. The following individuals or entities are to be listed as additional insureds:

Name of Additional Insured	Address
Freese and Nichols, Inc.	801 Cherry St, Ste #2800, Fort Worth, TX 76102
Black Dog Analytical, LLC.	2402 E. 2659 <sup>th</sup> Rd., Marseilles, IL 61341
CEI	2600 NE 11 <sup>th</sup> St., Ste 300, Bentonville, AR 72712
McClelland Consulting Engineers, LLC.	1580 E. Stearns St., Fayetteville, AR 72703
CR Environmental Service	2857 Bethel Rd SE, Bremen, OH 43107

- b. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Owner's Advisor's and CMAR's general liability policies of insurance.

Exhibit G—Insurance.

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- c. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

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**Exhibit G—Insurance.**

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## EXHIBIT H—DISPUTE RESOLUTION

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### ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H, Paragraph 1.01:

#### 1.01 Arbitration

- a. Method for Resolution of Disputes—All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules, subject to the conditions and limitations of this Exhibit H, Paragraph 1.01. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- b. Arbitration Provisions
  1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
  2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
  3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
  4. The rules of any arbitration must be supplemented to include the following—The award rendered by the arbitrators must be in writing and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
  5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof and will not be subject to appeal or modification.
  6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.

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Exhibit H—Dispute Resolution.

Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
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7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided above.
8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a CMAR, Subcontractor, Owner's Advisor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H, Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

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**Exhibit H—Dispute Resolution.**

**Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
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## EXHIBIT I—LIMITATIONS OF LIABILITY

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### ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I, Paragraph(s) [**specify 1.01, Mutual Indemnification; 1.02, Limitation of Engineer's Liability; or both**]:

#### 1.01 Mutual Indemnification

- a. Indemnification by Owner—To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs, arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, construction managers, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

#### 1.02 Limitation of Engineer's Liability

- a. Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation—To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever, including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages, arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of \$[**Enter Amount**] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.
- b. Engineer's Liability Limited to Amount of Engineer's Compensation—To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever, including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages, arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited

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Exhibit I—Limitations of Liability.

Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
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to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

- c. Engineer's Liability Limited to Amount of Insurance Proceeds—Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever, including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages, arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (Owner's Claims), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.
  2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed \$[Enter Amount].

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Exhibit I—Limitations of Liability.

Exhibits to EJCDC® CMAR-500, Agreement between Owner and Engineer for Professional Services  
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**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES: INTRODUCTION**

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES  
COMPENSATION PACKET BC-1—BASIC SERVICES: LUMP SUM**

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**ARTICLE 1—COMPENSATION PACKET BC-1—BASIC SERVICES—LUMP SUM**

Article 2 of the Agreement is supplemented to include the following Exhibit J, Paragraph 1.01:

1.01 Compensation for Basic Services—Lump Sum Method of Payment

a. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

1. A Lump Sum amount of \$11,504,900 based on the following estimated distribution of compensation:

a. Final Design Phase	\$ 11,504,900
b. Bidding and Negotiating Phase	\$ (future amendment)
c. Construction Phase	\$ (future amendment)
d. Post-Construction Phase	\$ (future amendment)

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.
  3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses, other than any expressly allowed Reimbursable Expenses.
  4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):
    - a. None
  5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- b. Period of Service—The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 18 months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES  
(WHEN OWNER RETAINS A CONSTRUCTION MANAGER AT RISK)**

**Prepared by**



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**AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES  
(WHEN OWNER RETAINS A CONSTRUCTION MANAGER AT RISK)**

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## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (WHEN OWNER RETAINS A CONSTRUCTION MANAGER AT RISK)**

This is an Agreement between **Rogers Water Utilities** (Owner or RWU) and **Freese and Nichols, Inc.** (Engineer or FNI). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Rogers Pollution Control Facility (RPCF) Improvements Project** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as design phase services for the implementation of improvements identified during the preliminary design phase.

Owner and Engineer further agree as follows:

### **ARTICLE 1—SERVICES OF ENGINEER**

#### 1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

### **ARTICLE 2—OWNER'S RESPONSIBILITIES**

#### 2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
  - 1. design objectives and constraints;
  - 2. space, capacity, and performance requirements;
  - 3. flexibility and expandability needs;
  - 4. design and construction standards;
  - 5. budgetary limitations; and
  - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available, if necessary through retention of specialists or consultants, such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
  - 1. Property descriptions.

2. Zoning, deed, and other land use restrictions.
  3. Previously completed surveys, topographic mapping, and utility documentation.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Previously completed explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, including obtaining advice of the Construction Manager, and of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants, as Owner deems appropriate with respect to such examination, and render in writing timely decisions pertaining thereto.
- D. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment, whether by Owner or Contractor, of any license fee or royalty to others, as required by patent rights or copyrights.
- E. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Proposal Documents and Front-End CMAR Contract Documents
- A. Owner is responsible for the solicitation and selection of the CMAR. Engineer will support the Owner's solicitation and selection of the CMAR.
  - B. Owner will provide copies of the following items to Engineer, for Engineer's information and reference.
    1. Owner's standard contract forms, general conditions if other than the current edition of EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract, supplementary conditions, text, and related documents and content included in the draft Proposal Documents, and in draft Front-End CMAR Contract Documents;

2. Insurance and bonding requirements;
  3. Protocols for electronic transmittals during bidding and construction;
  4. Owner's safety and security programs applicable to CMAR and other Constructors;
  5. Diversity and other social responsibility requirements;
  6. Bidding and contract requirements of funding, financing, or regulatory entities;
  7. Other specific conditions applicable to the procurement of construction or contract documents; and
  8. Any other information necessary for Engineer to assist Owner in preparing the Proposal Documents and Front-End CMAR Contract Documents.
- C. Owner shall have responsibility for the final content of (1) Proposal Documents, and (2) Front-End CMAR Contract Documents, other than content furnished by Engineer concerning the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering or technical matters. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- D. If there will be an advertisement soliciting CMAR proposals, Owner shall place and pay for such advertisement.

#### 2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond, and financial advisory services, including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission, independent cost estimating, and insurance counseling services.
  2. Legal services, including attorney review of proposed CMAR Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by CMAR, and Project-related legal services reasonably requested by Engineer.
  3. Auditing services, including those needed by Owner to ascertain how or for what purpose CMAR has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the CMAR Contract Documents (other than those required to be furnished or arranged by CMAR), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through CMAR.

- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
  - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
  - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to CMAR or others the responsibilities set forth in Paragraphs 2.03.C and D.

#### 2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. Any development that affects the scope or time of performance of Engineer's services;
  - 2. The presence at the Site of any Constituent of Concern; or
  - 3. Any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

- H. Owner shall advise Engineer of the identity and scope of services of any other independent consultants retained by Owner to perform or furnish services in regard to the Project.
- I. Owner shall:
  - 1. Attend and participate in the pre-proposal conference, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
    - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
  - 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

#### 2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is based on a 30-month continuous construction period, and on conditions stated in Exhibit A. In addition:
  - 1. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.
  - 2. Compensation items and totals based in whole or in part on Hourly Rates, or Direct Labor are estimates only.
- C. Owner and Engineer acknowledge that CMAR is expected to establish a non-linear, non-sequential plan for design and construction using fast-tracking, Work Packages, and Work Authorizations. The Engineer's schedule and compensation established in this Agreement are based on preliminary, limited assumptions regarding the design and construction process. As additional information becomes available, specifically at the following points in time, Engineer and Owner commit to an equitable adjustment of schedule and compensation:
  - 1. Completion of CMAR's review of the Preliminary Design Report (CMAR-525, Exhibit A, Paragraph 1.02)
  - 2. Completion of CMAR's Procurement Strategy Plan (CMAR-525, Exhibit A, Paragraph 1.13)

### ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

#### 3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

### 3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

## ARTICLE 4—INVOICES AND PAYMENTS

### 4.01 Invoices

- A. Preparation and Submittal of Invoices—Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements, if any, in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 Payments

- A. Application to Interest and Principal—Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices—If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay—If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month, or the maximum rate of interest permitted by law, if less, from said thirtieth day, and
  - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes—If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or

use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

## **ARTICLE 5—OPINIONS OF COST OF THE WORK**

### **5.01 Opinions of Probable Cost of the Work**

- A. To the extent that CMAR renders opinions regarding probable Cost of the Work, Engineer assumes no responsibility for the accuracy of such opinions.
- B. Engineer's opinions of probable Cost of the Work, if any, are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Cost of the Work will not vary from opinions of probable Cost of the Work prepared by Engineer, if any.
- C. If Owner requires greater assurance as to probable Cost of the Work than the opinions, if any, provided by CMAR, or Engineer, then Owner agrees to obtain an independent cost estimate.

### **5.02 Opinions of Total Project Costs**

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## **ARTICLE 6—GENERAL CONSIDERATIONS**

### **6.01 Standards of Performance**

- A. Standard of Care—The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy—Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants—Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others—Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. Compliance with Laws and Regulations, and Policies and Procedures
1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations,
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of the CMAR Contract—The general conditions of the Owner-CMAR contract will be the current edition of EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications—If Engineer is required to prepare or furnish Drawings or Specifications or Work Packages under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, and of each such Work Package, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the CMAR Contract Documents.

- K. Engineer shall not be responsible for any decision made regarding the CMAR Contract Documents, or any application, interpretation, clarification, or modification of the CMAR Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of CMAR's and Owner's safety programs of which Engineer has been informed in writing.
- P. Engineer shall not be responsible for the acts or omissions of CMAR, or for CMAR's performance of services for Owner.
- Q. In the performance of its services for Owner, Engineer shall to the extent practical: (1) accommodate recommendations and advice from CMAR regarding Engineer's services, including engineering, construction, cost, and technical matters, and (2) take into account differences of opinion that have arisen between Engineer and CMAR regarding all such matters; provided, however, that in performing its services Engineer will proceed in a manner that preserves and protects the integrity of the design, adheres to sound engineering practices, and meets Engineer's professional obligations. Engineer shall report any such differences of opinion to Owner, together with a brief explanation of the basis for Engineer's proposed resolution of the issue.

#### 6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
  - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.
  - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.

3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements, including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations, used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement (“Previously/Independently Created Works”). Engineer shall provide appropriate verification of such previous or independent development upon Owner’s request.
  4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive, and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
  5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
  6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner’s sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants.
  7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of, or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.
  8. Such limited license to Owner shall not create any rights in third parties.
  9. Nothing herein limits the Engineer’s right of use or reuse of Previously/Independently Created Works or any of Engineer’s non-Document work product.
- B. If Engineer at Owner’s request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment, whether by Owner or Contractor, of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer’s good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner’s consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer’s right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

#### 6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
  - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance unless provisions for separate compensation are expressly set forth in the EDP.
  - 2. Engineer’s costs directly attributable to changes in Engineer’s Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F, if included in this Agreement, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient’s use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement, including the EDP, is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

#### 6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds—The Engineer’s commercial general liability, automobile liability, and umbrella or excess liability policies, must:
  - 1. include and list as additional insureds Owner and any individuals or entities identified as additional insureds in Exhibit G;
  - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby, including as applicable those arising from both ongoing and completed operations; and
  4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner will cause Engineer and other individuals or entities, if any, identified in Exhibit G to be listed as additional insureds on any general liability policies applicable to the Project carried by Owner.
  - D. Owner shall require CMAR to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require CMAR to cause Engineer, and other individuals or entities, if any, identified in Exhibit G to be listed as additional insureds with respect to such liability insurance purchased and maintained by CMAR, and its Subcontractors, for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from CMAR.
  - E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions, if allowed, and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
  - F. All construction contracts, including any CMAR Contract, entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
  - G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, CMAR, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
  - H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary

insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

## 6.05 Suspension and Termination

### A. Suspension

1. By Owner—Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer—Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
  - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
  - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
  - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

### B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
  - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

- b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
    - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
  - 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience—Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination—If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination—In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
  - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

#### 6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer, and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer, are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest, including, but without limitation, claims arising out of this Agreement or money that is due

or may become due, in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
  - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the CMAR Contract Documents.

#### 6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
  - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
  - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (Disputes) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis and must be completed within 120 days.
  - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
    - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
    - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the State of Arkansas.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, or if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

#### 6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. Undisclosed Constituents of Concern—For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the CMAR Contract, are not undisclosed Constituents of Concern.
  2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
  3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer—To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments, including reasonable consultants' and attorneys' fees and expenses, arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification—To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments, including reasonable consultants' and attorney's fees and expenses, caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom, and
  2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation—The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence—To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- E. Mutual Waiver—To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other’s officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer’s services or pertinent to Engineer’s performance under this Agreement. Upon Owner’s request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices—Any notice required under this Agreement will be in writing and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line. All such notices are effective upon the date of receipt.
- B. Survival—Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability—Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver—A party’s non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims—To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer’s services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner’s last payment to Engineer.

**ARTICLE 7—DEFINITIONS**

7.01 Defined Terms

- A. Wherever used in this Agreement, including the exhibits hereto, terms, including the singular and plural forms, printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. Addenda—Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Proposal Documents or the proposed CMAR Contract Documents.

2. Additional Services—Services which are not included in Basic Services, but which are identified in Article 2 of Exhibit A of this Agreement and may be authorized by Owner pursuant to Paragraph 2.01.C.
3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and all duly executed amendments.
4. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
5. Change Order—A document which is signed by CMAR and Owner after the Effective Date of a governing Work Authorization and authorizes an addition, deletion, or revision in the authorized Work, an adjustment in the applicable incremental Guaranteed Maximum Price or Contract Times, or other revision to such Work Authorization.
6. Change Proposal—A written request by CMAR, duly submitted in compliance with the procedural requirements set forth in the CMAR Contract, seeking an adjustment in the CMAR Contract's Guaranteed Maximum Price or CMAR Contract Times, or both; challenging a set-off against payments due; or seeking other relief with respect to the terms of the CMAR Contract.
7. CMAR Contract—The entire and integrated written contract between Owner and CMAR concerning the CMAR Services and the Work.
8. CMAR Contract Price—The money that Owner has agreed to pay CMAR for performance and completion of the CMAR Services and the Work in accordance with the Contract Documents.
9. CMAR Contract Times—The number of days or the dates by which CMAR must: (a) achieve milestones, if any, in the CMAR Contract; (b) achieve Substantial Completion; and (c) complete the Work and all required services.
10. CMAR Services—Those specific planning, organizational, and advisory services to be performed or furnished by CMAR, consisting collectively of Preconstruction Services, Procurement Services, and any other services authorized by Owner and expressly identified in such authorization as CMAR Services. CMAR Services are not part of the Work.
11. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. Construction Manager at Risk (CMAR)—The entity with which Owner enters into a Contract to provide services and construction.
13. Constructor—Any person or entity, not including the Engineer or their employees, agents, representatives, or Subconsultants, or Engineer's

Subcontractors, performing or supporting construction activities relating to the Project, including but not limited to the CMAR and its Subcontractors and Suppliers, Owner's work forces, utility companies, other contractors, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

14. Contract Documents—Those items designated as “Contract Documents” in the CMAR Contract, and which together comprise the CMAR Contract. See also definition of “Front-End Contract Documents” below.
15. Cost of the Work—The sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the CMAR Contract, including construction labor, services, materials, and equipment. Without limitation, the Cost of the Work does not include the cost of performing CMAR Services; Construction Support Costs; the CMAR Fee; the CMAR Contingency; costs of the services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Cost of the Work is one of the items comprising Total Project Costs.
16. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
17. Drawings—That part of the Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by CMAR.
18. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
19. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
20. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or

of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

21. Engineer—The individual or entity named as such in this Agreement.
22. Engineer’s Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
23. Field Order—A written order issued by Owner which requires minor changes in the Work but does not change the CMAR Contract’s Guaranteed Maximum Price or the CMAR Contract Times.
24. Front-End Contract Documents—Those Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-CMAR agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Contract Documents delivered or issued after the effective date of the CMAR Contract.
25. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. Owner—The entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same entity that will enter into the CMAR Contract concerning the Project.
27. Owner’s Advisor (OA)—The individual or entity retained by Owner to provide construction planning services, assist with CMAR selection, administer the CMAR contract, and furnish site representation services, as set forth in a services contract between Owner and Owner’s Advisor.
28. Project—The total undertaking to be accomplished for Owner by construction managers, advisors, engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Proposal Documents—Documents related to the selection of the CMAR, including Advertisements for Requests for Qualifications; Requests for Qualifications; Statements of Qualifications, Requests for Proposals; the Proposal form; and including any attachments such as lists of available Site-related documents and other proposal requirements.
30. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on CMAR's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by CMAR to show changes made during construction.

31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for CMAR and submitted by CMAR to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
33. Site—Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of CMAR.
34. Specifications—The part of the Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with CMAR or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for CMAR, which the Contract Documents require CMAR to submit to Owner, or that is indicated as a Submittal in the Schedule of Submittals accepted by Owner. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Owner or Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. Substantial Completion—The time at which the Work, or a specified part thereof, has progressed to the point where the Work, or the specified part thereof, is sufficiently complete, in accordance with the Contract Documents, so that the Work, or the specified part thereof, can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

39. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CMAR or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Cost of the Work and all other Project construction, labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, costs of services of CMAR, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities, including relocation if not part of construction costs, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided by CMAR under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents. Work does not include CMAR Services.
43. Work Authorization—A document issued by Owner and signed by Owner and CMAR which identifies and defines new Work Packages and establishes the amount to be paid, times for completion, and any special or supplementary provisions applicable to the authorized Work.
44. Work Change Directive—A written directive issued by Owner to CMAR issued on or after the effective date of the CMAR Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
45. Work Package—A specific portion of the Work developed by Engineer in collaboration with the CMAR and subsequently authorized by a Work Authorization.

## B. Terminology

1. The word "day" means a period of 24 hours measured from midnight to the next midnight.

## **ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits to Agreement**

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Deliverables.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Not Used.
- E. Exhibit E, EJCDC® CMAR-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

### **8.02 Total Agreement**

- A. This Agreement, which includes the exhibits listed above, constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

### **8.03 Designated Representatives**

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

### **8.04 Engineer's Certifications**

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

#### 8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
  1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
  2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements, including any conflict-of-interest resolution methodologies, provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is **[insert date]**.

Owner:

\_\_\_\_\_  
*(name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attach evidence of authority to sign.

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Engineer:

\_\_\_\_\_  
*(name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attach evidence of authority to sign.

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

City of Rogers is requesting RWU participation in design work related to the Oak St. Project (28th St. to Promenade Blvd.) performed between 2019 - 2022. Staff requests authorization to reimburse the City in an amount up to \$105,000 for design services, pending a full review of backup documentation of design expenses.

### **Amendment 3 to Task Order No. 7**

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#### **1. Background Data:**

- a. Effective Date of Task Order: May 16, 2019
- b. Owner: City of Rogers, Arkansas
- c. Engineer: Crafton, Tull & Associates, Inc.
- d. Specific Project: Oak Street Improvements,  
Promenade Blvd to 28<sup>th</sup> Street

#### **2. Description of Modifications**

- a. Engineer shall perform the following Additional Services:

##### **Surveying: (\$9,500)**

- Stake trail design at bridge prior to field layout of larger recreation easement by City.
- Collect survey shots along future trail alignment as field marked by City.
- Prepare new recreation easement document based on surveyed trail alignment.
- Staking ROW & easements for Meenan property.
- Staking ROW & easements for Henriquez property.
- Staking ROW & easements for Ozark Guidance property.
- Staking ROW & easements for Homes at Oakmont property (2<sup>nd</sup> staking after redesign).
- Staking curb & property lines at BHE gas valve station.
- Prepare easement dedication plat for City owned property.

##### **Roadway Engineering: \$25,000**

- Update bridge with ashlar stone parapets to match the previously specified piers.
- Update specifications to use brown native stone riprap versus limestone.
- Update mini-roundabout design per requirements of recent similar projects.
- Update plans for Walnut Creek site development.
- Shift end-of-project further east and coordinate continuation of trail project eastward.
- Design of extensive drainage improvements for Oakhill Drive.

##### **Water & Sewer Engineering: (\$105,500)**

- Waterline relocation designs at Walnut Creek Pkwy, 40<sup>th</sup> St, 28<sup>th</sup> St, and Oakhill Dr.
- Sanitary Sewer relocation designs at 28<sup>th</sup> St and at the Osage Creek bridge.
- Sanitary Sewer extension design on the Meenan property and the City owned property.

- b. The responsibilities of Owner with respect to the Task Order are not modified.
- c. For the Additional Services set forth above, Owner shall pay Engineer the following additional compensation: an amount equal to the cumulative hours charged to the Project by each class of the Engineer’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project. Standard Hourly Rates shall be those shown in the attached Exhibit “A”. The compensation for the Additional Services described herein is shall not exceed \$140,000 without prior authorization from the Owner.

**3. Task Order Summary (Reference only)**

	<u>Hourly Fee</u>	<u>Subconsultants</u>	<u>Reimbursables</u>
Original Task Order amount:	\$650,000.00	\$ 19,267.50	\$ 40,000.00
Amendment 1:	\$ 55,243.00	\$ 14,757.45	\$ 0.00
Amendment 2:	\$ 19,960.00	\$ 0.00	\$ 0.00
<b>This amendment amount:</b>	<b>\$140,000.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
Adjusted Task Order Totals:	\$865,203.00	\$ 34,024.95	\$ 40,000.00

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER: CITY OF ROGERS, ARKANSAS

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By: \_\_\_\_\_

By: Bill Burnett  
Bill Burnett, P.E.

Title: \_\_\_\_\_

Title: Vice President

Date Signed: \_\_\_\_\_

Date Signed: 8/19/2025



**Exhibit "B"**  
**Standard Hourly Rate Schedule**  
**Effective January 1, 2025**

Category	Hourly Rate
<b>CIVIL ENGINEERING</b>	
ENGINEERING PRINCIPAL .....	\$ 260
SR. ENGINEERING MANAGER .....	\$ 230
ENGINEERING MANAGER .....	\$ 195
SR. PROJECT ENGINEER .....	\$ 170
PROJECT ENGINEER .....	\$ 155
ENGINEER INTERN III .....	\$ 140
ENGINEER INTERN II .....	\$ 130
ENGINEER INTERN I .....	\$ 120
SR. ENGINEERING DESIGNER .....	\$ 165
ENGINEERING DESIGNER III .....	\$ 130
ENGINEERING DESIGNER II .....	\$ 110
ENGINEERING DESIGNER I .....	\$ 100
ENGINEERING CAD TECHNICIAN III .....	\$ 90
ENGINEERING CAD TECHNICIAN II .....	\$ 80
ENGINEERING CAD TECHNICIAN I .....	\$ 70
<b>ENVIRONMENTAL</b>	
ENVIRONMENTAL MANAGER .....	\$ 210
SR. ENVIRONMENTAL SCIENTIST .....	\$ 150
PROJECT ENVIRONMENTAL SCIENTIST .....	\$ 120
ENVIRONMENTAL SCIENTIST II .....	\$ 100
ENVIRONMENTAL SCIENTIST I .....	\$ 80
ENVIRONMENTAL FIELD TECHNICIAN .....	\$ 65
<b>INSPECTION</b>	
SR. INSPECTOR .....	\$ 115
INSPECTOR II .....	\$ 100
INSPECTOR I .....	\$ 80
<b>LANDSCAPE ARCHITECTURE</b>	
LANDSCAPE ARCHITECTURE MANAGER .....	\$ 190
SR. LANDSCAPE ARCHITECT .....	\$ 170
PROJECT LANDSCAPE ARCHITECT .....	\$ 130
LANDSCAPE DESIGNER II .....	\$ 110
LANDSCAPE DESIGNER I .....	\$ 95
LANDSCAPE DESIGN INTERN .....	\$ 85
<b>ADMINISTRATIVE</b>	
ADMINISTRATIVE PRINCIPAL .....	\$ 225
ADMINISTRATIVE MANAGER .....	\$ 170
ADMINISTRATIVE IV .....	\$ 115
ADMINISTRATIVE III .....	\$ 90
ADMINISTRATIVE II .....	\$ 70
ADMINISTRATIVE I .....	\$ 55

Category	Hourly Rate
<b>PLANNING</b>	
SR. PLANNING MANAGER .....	\$ 220
PLANNING MANAGER .....	\$ 210
SR. PLANNER .....	\$ 190
PROJECT PLANNER .....	\$ 130
PLANNER III .....	\$ 120
PLANNER II .....	\$ 110
PLANNER I .....	\$ 100
<b>SURVEYING</b>	
SURVEYING PRINCIPAL .....	\$ 240
SR. SURVEYING MANAGER .....	\$ 205
SURVEYING MANAGER .....	\$ 180
SR. PROJECT SURVEYOR .....	\$ 160
PROJECT SURVEYOR .....	\$ 140
SURVEYOR INTERN II .....	\$ 125
SURVEYOR INTERN I .....	\$ 110
SURVEY COORDINATOR .....	\$ 120
CREW CHIEF II .....	\$ 110
CREW CHIEF I .....	\$ 95
FIELD SURVEYOR III .....	\$ 85
FIELD SURVEYOR II .....	\$ 75
FIELD SURVEYOR I .....	\$ 65
SURVEY CAD TECHNICIAN III .....	\$ 105
SURVEY CAD TECHNICIAN II .....	\$ 85
SURVEY CAD TECHNICIAN I .....	\$ 75
<b>UAV SERVICES</b>	
UAV TEAM LEAD .....	\$ 125
UAV PILOT .....	\$ 85
<b>GEOGRAPHIC INFORMATION SYSTEMS</b>	
SR. GIS MANAGER .....	\$ 175
GIS MANAGER .....	\$ 140
GIS ANALYST .....	\$ 105
GIS TECHNICIAN II .....	\$ 80
GIS TECHNICIAN I .....	\$ 55
<b>REIMBURSABLE EXPENSES</b>	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment .....	\$35/Hour
UAV .....	\$1000/Unit
Job Related Mileage.....	\$0.70/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies .....	\$0.15/sheet
Color 8.5"x11" Copies .....	\$1.50/sheet
Photo Paper Color Plan Sheet Copies .....	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum) .....	\$1.50/sq. ft.
Reproducible Plan Copies (Bond) .....	\$0.35/sq. ft.
<b>All rates are subject to change without notice.</b>	



Job No. 19106200 Sh. No. 1  
 Client: City of Rogers  
 Project: Oak Street - Promenade Blvd to 28th St  
 By: BB Date: 03/20/25  
 Chk.: \_\_\_\_\_ Date: \_\_\_\_\_

## ESTIMATED COSTS FOR WATER & SEWER

<b>Water Schedule</b>						
109.0	RWU	8" DI Class 350 Waterline	2,690	LF	\$125.00	\$336,250.00
110.0	RWU	8"X8" Tapping Sleeve and Valve	11	EA	\$12,000.00	\$132,000.00
111.0	RWU	Ductile Iron M.J. Compact Fittings	4,500	LB	\$25.00	\$112,500.00
112.0	RWU	Adjust Existing Water Valve to Finished Grade	3	EA	\$350.00	\$1,050.00
113.0	RWU	16" Steel Casing	20	LF	\$200.00	\$4,000.00
114.0	RWU	Fire Hydrant Assembly	5	EA	\$11,500.00	\$57,500.00
115.0	RWU	Salvage Existing Fire Hydrant	4	EA	\$1,500.00	\$6,000.00
116.0	RWU	Cut, Cap, and Block Exist. Waterline	10	EA	\$3,000.00	\$30,000.00
117.0	RWU	Relocate Existing Water Meter	1	EA	\$1,250.00	\$1,250.00
118.0	RWU	1" Water Service w/ Single 5/8" Water Meter, Near Side	1	EA	\$2,500.00	\$2,500.00
119.0	RWU	1" Water Service w/ Single 5/8" Water Meter, Far Side	1	EA	\$4,000.00	\$4,000.00
120.0	RWU	Trench Safety for Waterline	1	LS	\$10,000.00	\$10,000.00
121.0	RWU	Granular Backfill for Waterline	900	TON	\$50.00	\$45,000.00
122.0	SP	Owner's Allowance for Waterline	1	LS	\$25,000.00	\$35,000.00
<b>Subtotal</b>						<b>\$777,050.00</b>

<b>Sewer Schedule</b>						
123.0	RWU	8" PVC (SDR-26) Sewer Pipe - 0'-6' Depth	510	LF	\$100.00	\$51,000.00
124.0	RWU	8" PVC (SDR-26) Sewer Pipe - 6'-8' Depth	660	LF	\$109.00	\$71,940.00
125.0	RWU	8" PVC (SDR-26) Sewer Pipe - 8'-10' Depth	230	LF	\$117.00	\$26,910.00
126.0	RWU	8" PVC (SDR-26) Sewer Pipe - 10'-12' Depth	40	LF	\$129.00	\$5,160.00
127.0	RWU	8" PVC (SDR-26) Sewer Pipe - 12'-14' Depth	70	LF	\$145.00	\$10,150.00
128.0	RWU	36" Ductile Iron (Epoxy Lined) Sewer Pipe - 16'-18' Depth	381	LF	\$600.00	\$228,600.00
129.0	RWU	4' Diameter Cast-in-Place Manhole - 0'-6' Depth	12	EA	\$8,650.00	\$103,800.00
130.0	RWU	6' Diameter Cast-in-Place Manhole - 0'-6' Depth	4	EA	\$10,000.00	\$40,000.00
131.0	RWU	4' Manhole Additional Depth	14	VF	\$400.00	\$5,600.00
132.0	RWU	6' Manhole Additional Depth	47	VF	\$600.00	\$28,200.00
133.0	RWU	Trench Safety for Sewer Line	1	LS	\$25,000.00	\$25,000.00
134.0	RWU	Connection to Existing Manhole	1	EA	\$4,000.00	\$4,000.00
135.0	RWU	Adjust Sewer Manhole to Grade	2	EA	\$2,000.00	\$4,000.00
136.0	RWU	Adjust Sewer Cleanout to Grade	1	EA	\$500.00	\$500.00
137.0	RWU	Granular Backfill for Sewer Line	500	TON	\$50.00	\$25,000.00
138.0	SP	Owner's Allowance for Sewer Line	1	LS	\$25,000.00	\$30,000.00
<b>Subtotal</b>						<b>\$659,860.00</b>

<b>SUBTOTAL WATER &amp; SEWER SCHEDULES</b>	<b>\$1,436,910.00</b>
<b>5% CONTINGENCY</b>	<b>\$71,845.50</b>
<b>TOTAL ESTIMATED WATER &amp; SEWER CONSTRUCTION COST</b>	<b>\$1,508,755.50</b>
<b>ENGINEERING</b>	<b>\$105,500.00</b>

Staff requests authorization to enter into a facilities extension contract with D.R. Horton NWA, LLC., with the special condition to participate in the replacement of an existing waterline not to exceed \$191,212.16. Staff further requests authorization to negotiate the final form and content of the agreement.

This agreement supersedes a previous request (approved by Rogers Waterworks & Sewer Commission in December 2021) to participate in the "9th St. Townhomes" project.



**ROGERS WATER UTILITIES**  
**FACILITIES EXTENSION CONTRACT**

This Facilities Extension Contract (“this Contract”) is entered into by the Rogers Water Utilities of the City of Rogers, Arkansas, (“Rogers Water Utilities” or “RWU”), and \_\_\_\_\_, (“Applicant”).

**Recitals**

**WHEREAS** the Rogers Water Utilities is the municipal water and sewer utility of the City of Rogers, Arkansas, consisting of the water department and the sewer department, operated under common management, and being supervised by the Rogers Waterworks and Sewer Commission of the City of Rogers, Arkansas ("the Commission"), a combined waterworks and sewer commission established by City of Rogers Ordinance No. 86-10, codified at Section 54-1 *et seq.* of the Code of Ordinances of the City of Rogers, Arkansas; and

**WHEREAS** the Rogers Water Utilities operates a municipal water system and a municipal sewer system in the City of Rogers, Arkansas and certain surrounding areas; and

**WHEREAS** Applicant is a \_\_\_\_\_;  
[Example: a natural person, partnership, Arkansas limited liability company, etc.]

as evidenced by the certificate of good standing from the Arkansas Secretary of State attached hereto as Exhibit [1].

[if Applicant is a foreign entity, attach certificate of good standing from home state and Arkansas Secretary of State registration]

**WHEREAS** Applicant is the Owner of certain real property in Benton County Arkansas as evidenced by that certain deed recorded with the Benton County Circuit Clerk as Instrument No. \_\_\_\_\_ **or** in the \_\_\_\_\_ Deed Book at Page \_\_\_\_\_; (“the Property”); and

**WHEREAS** Applicant requests that the public water system, public sewer system, or both, be extended to the Property in connection with a project or development to be known as

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and requests installation of certain water mains and appurtenances, sewer mains and appurtenances, or both (“facilities”) as shown herein below; and

**WHEREAS** Applicant is willing to pay for the costs of the facilities and is willing to dedicate the facilities to the Rogers Water Utilities, the Rogers Waterworks and Sewer Commission, and the City of Rogers, Arkansas upon acceptance of the facilities in accordance with the terms of this Contract; and

**WHEREAS** \_\_\_\_\_ [insert name of person(s) signing for Applicant] is [are] duly authorized to enter into this Contract on behalf of the Applicant and to bind the Applicant to this Contract as evidenced by the \_\_\_\_\_ [certificate of authority, corporate resolution, other acceptable document showing authority] attached hereto as Exhibit [2].

**NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties Agree as follows:**

1. **Recitals Incorporated.** The above recitals are substantive and incorporated herein and made part of this Contract.

2. **Definitions.**

As used herein, the following terms have the meanings listed below.

*Development* means the construction project to which Applicant requests that facilities be extended.

*Excess Capacity* means a water main and appurtenances, sewer main and appurtenances (or both) in a size and having a capacity greater than the size and capacity required by the *Standard Specifications* (or other applicable law, regulation, or standard) for the Applicant’s Development or project.

*Facilities means* (a) water mains and appurtenances including the public portion of any water service lines; (b) sewer mains and appurtenances including the public portion of any sewer service lines, and (c) any other infrastructure installed pursuant to this Contract that is intended to become, upon dedication by Applicant, and acceptance by RWU, part of the public water system or public sewer system. The term “facilities” does not include the private portion of any water

service lines, the private portion of any sewer service lines, or any other infrastructure installed on the property that is intended to be, or by its nature is, private property.

*Property* means the real property to which Applicant requests that facilities be extended.

*Public Portion (of water service lines)* means any portion of water service lines constructed pursuant to this Contract that is intended to become, upon dedication by Applicant and acceptance by RWU, public property and will be part of the “Utility System” as defined in Section 54-82 of the Code of Ordinances of the City of Rogers, Arkansas. The public portion (of water service lines) does not include any portion of the “Customer System” as defined in Section 54-82.

*Public Portion (of sewer service lines)* means any portion of sewer service lines constructed pursuant to this Contract that is intended to become, upon dedication by Applicant and acceptance by RWU, public property and will be part of the public sewer system. The point of demarcation between the public portion of the sewer system and the customer’s system is the sewer wye or the manhole where the sewer service line connects to the public sewer collection system.

*Rogers City Code* means the most recent edition or revision of the Code of Ordinances of the City of Rogers, Arkansas.

*Standard Specifications* means the most recent edition or revision of the *Standard Specifications for Construction of Public Water and Sewer Improvements in the City of Rogers and Areas Under the Jurisdiction of the Rogers Waterworks and Sewer Commission* published by the Rogers Water Utilities.

3. **Facilities Requested.** Applicant requests installation of facilities as shown on the plans for water facilities, sewer facilities (or both) which are attached hereto as Exhibit [3] and incorporated into this Contract by reference. The estimated total construction costs of the facilities (water and sewer only) is \$\_\_\_\_\_.

4. **Applicant Responsible for Cost of Facilities.** Applicant shall furnish all labor and materials and bear the entire cost of constructing the facilities. If RWU has agreed to reimburse Applicant for any costs of *excess capacity*, then such agreement will be contained in a separate *Excess Capacity Addendum* which will be attached to this Contract and made part hereof. **If no Addendum is signed by the parties and attached to this Contract, then RWU has not agreed to make any reimbursement for excess capacity.** Applicant must pay for all costs and complete construction of all facilities prior to receiving water service or any reimbursement for *excess capacity*. Moreover, reimbursement for *excess capacity* will not occur unless and until the facilities are accepted by RWU.

5. **Special Conditions.** This Contract is subject to and incorporates the following special conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
[Describe Special Conditions]

[Example: See Horizontal Property Regime Development Agreement attached hereto and incorporated herein by reference as Exhibit [3]

6. **Plans and Specifications.** Applicant shall cause to be prepared detailed plans and specifications for the facilities, which incorporate the material requirements, installation requirements, and all other requirements of the *Standard Specifications*. No work may be commenced until the plans and specifications are approved by RWU in writing. After approval, the plans and specifications become a part of this Contract and applicant agrees to perform the work in strict adherence therewith. RWU will not accept any facilities that do not comply with the plans and specifications, *Standard Specifications*, or which do not otherwise comply with the requirements of this Contract.

7. **Engineer.** All plans and specifications shall be prepared under the direct supervision of an Engineer licensed to practice in the State of Arkansas (hereinafter called Engineer). The construction work shall be continuously supervised or inspected by the Engineer or by individuals who are under the Engineer's direct supervision and who are competent to supervise or inspect the work being performed. The Engineer shall submit written inspection reports to RWU and the Applicant during the process of the construction of the Facilities. Applicant shall hire the Engineer and bear all engineering costs and the costs of all other professional services required for construction of the facilities. Nothing herein shall preclude RWU, at its discretion, from inspecting the work periodically.

8. **Applicant's Engineer.** Applicant designates \_\_\_\_\_  
of \_\_\_\_\_  
as Engineer, who will provide the engineering services described herein above.

9. **Planning Agency Review.** Applicant shall give notice of Applicant's proposed facilities by submitting the plans for facilities which have been approved by RWU to the appropriate planning agency for review as follows: (1) the City of Rogers Planning Commission if any part of the project is located within the territorial jurisdiction of said Planning Commission; (2) the Benton County Planning Commission if any part of the facilities are to be located outside of the territorial jurisdictions of the Rogers Planning Commission or any other municipality's planning commission; (3) the Rogers City Council if facilities are to be located outside of the

Rogers city limits. Applicant shall not commence construction of the facilities prior to review and approval by any and all planning agencies having jurisdiction.

10. **Government Agency Review.** In addition to conformance to RWU's requirements, all plans and specifications for the facilities shall conform to the requirements of the Arkansas Department of Health and any other federal, state, county, or local government agencies having jurisdiction over any part of the work covered herein, including those agencies having jurisdiction over construction within the right-of-way of public roads, streets and highways. Applicant is responsible for complying with the requirements of all such government agencies and for the submittal of plans and specifications to all such agencies for review, and paying the cost of all fees and other expenses in connection therewith. Applicant shall not commence construction of facilities prior to approval of the plans and specifications by the aforesaid agencies and furnishing RWU with written evidence of such approval. Applicant shall construct the facilities in such a manner that will not interfere with any proposed future street, highway or drainage improvements.

11. **Permitting.** Applicant shall obtain or cause to be obtained all permits required in connection with the construction of facilities except those permits specifically requiring that RWU be designated as permittee, in which case the Applicant shall prepare and submit to RWU all documents necessary for such permits. Applicant shall pay the cost of all fees, bonds and other expenses in connection with obtaining permits, shall be responsible for conforming with all provisions thereof, and shall coordinate all post-construction inspections required by the issuer of permits.

12. **Grading Prior to Trenching and Facilities Installation.** Prior to construction of the facilities, streets and easements where the facilities are to be constructed shall be graded by Applicant to within 6" of final grade. Property lines adjacent to the location for the facilities shall be staked by Applicant prior to commencing construction of the facilities.

13. **Rights of Way and Easements Required.** If rights-of-way or easements not now in existence are required for the facilities, dedication documents thereof, in a form acceptable to RWU, shall be acquired by the Applicant and conveyed to RWU, the Commission, and the City of Rogers, Arkansas for the use and benefit of RWU. Permanent water service will not be established until Applicant has constructed paved streets, drives and/or parking areas adjacent to the facilities.

14. **Access Fees Required.** Water Access Fees **will be required** in accordance with Section 54-113 of the Code of Ordinances of the City of Rogers. Sewer Access Fees **will be required** in accordance with Section 54-212 of the Code of Ordinances of the City of Rogers. The total access fee applicable to this development on Applicant's property is \$ \_\_\_\_\_ based upon \_\_\_\_\_ living units and \_\_\_\_\_ commercial lot(s) (\$300.00

water & \$300.00 sewer) as depicted on the approved plans. The total amount of access fees for this phase of development must be delivered to RWU before the first service will be established.

**15. Development Impact Fees Required. Water Development impact fees will be required in accordance with Section 54-112 of the Code of Ordinances of the City of Rogers. Sewer Development impact fees will be required in accordance with Section 54-211 of the Code of Ordinances of the City of Rogers. These fees are based on the size of the meter, which is dependent upon the peak demand of the system. The fee schedule is as follows:**

<b>Meter Size</b>	<b>Water Development Impact Fee</b>	<b>Sewer Development Impact Fee</b>
5/8"	\$700	\$2,200
1"	\$1,000	\$5,000
1 1/2"	\$2,000	\$10,000
2"	\$5,000	\$15,000
3"	\$10,000	\$30,000
4"	\$15,000	\$45,000
6"	\$30,000	\$90,000

**Development impact fees will be collected at the time each water service is requested.**

The access fees and development impact fees listed above do not include the cost of constructing the water service meters. Cost for constructing the meter set will be estimated based on the site conditions and must be paid to RWU before the service meter will be constructed.

**16. Inspection Fee.** All extensions of water mains and sewer mains, and the public portion of any water service lines or sewer service lines, proposed to become part of the public water system or public sewer system, require inspection by RWU to ensure conformance with the *Standard Specifications*. No service fees will be assessed for the initial and follow-up inspection. Should Applicant, Applicant’s Engineer, or Applicant’s utility contractor cause the need for additional inspections or unreasonable amounts of time to be expended by RWU’s personnel due to nonconforming work or lack of performance by the Engineer, Applicant shall pay to RWU the sum of \$250.00 per day or \$100.00 per hour, whichever amount is greater, for each day that a RWU representative inspects Applicant's work hereunder. The hourly rate for Saturday, Sunday, and holidays shall be 150% of the aforesaid rates. Inspections are for the sole benefit of RWU, and no services are provided for the Applicant, either directly or implied. Inspections by RWU shall not relieve the Applicant of the duty to provide inspection as specified in paragraphs 6 and 7 herein above. Applicant shall pay to RWU all other costs for services rendered by RWU, including, but not limited to, disinfection, collecting and testing samples, performance testing and connections to mains if any of these functions are performed by RWU personnel or if RWU personnel assist the Applicant or its agent.

17. **Record Drawings.** After completion of the construction of facilities, Applicant shall file with RWU a PDF copy and an AutoCAD version of the Record Drawings prepared by the Engineer which depict the facilities as finally constructed, including point table files referencing valves, hydrants, meters, and other appurtenances in accordance with the *Standard Specifications*. Applicant shall also provide a certificate showing the total construction costs of the facilities, and if requested by RWU, a copy of invoices for materials used in the construction of the facilities. Facilities shall not be accepted by RWU until such plans, certificates and documents are submitted and approved.

18. **Certification of No Encumbrances; Bond Requirements.** RWU cannot accept dedication of any facilities that are subject to purported claims and encumbrances such as materialmen's liens or laborer's liens. Prior to dedication, Applicant must certify that all contractors, subcontractors, materialmen, laborers, etc. have been paid in full and that no purported liens or encumbrances are asserted against the Property.

If the estimated cost of the facilities exceeds Fifty Thousand Dollars (\$50,000), then Applicant will provide performance bonds and payment bonds as described hereinbelow. The amount of such bonds shall be in an amount no less than the costs of the facilities and the bonds shall be in effect throughout the construction period. Bonds shall be in a form and from such sources as are acceptable to RWU. RWU may require performance bonds and payment bonds from any person or entity that is performing work on the facilities. Bonds are not required for fire lines or other portions of the private water system and private sewer system.

(a) *General Contractor Constructing Facilities.* If the general contractor is constructing the facilities, a written construction contract must exist between the general contractor and the Applicant. The general contractor shall provide a performance bond and a payment bond (or bonds) in favor of the Applicant. RWU may require that RWU and the Commission be listed as additional obligees on the bonds.

(b) *Subcontractor Constructing Facilities.* If a subcontractor will be constructing the facilities, a written contract must exist between the subcontractor and the general contractor for construction of the facilities. A written construction contract must also exist between the general contractor and the Applicant. The subcontractor shall provide a performance bond and a payment bond (or bonds) in favor of the general contractor and the Applicant. RWU may require that RWU and the Commission be listed as additional obligees on the bonds.

(c) *Applicant Constructing Facilities.* If the Applicant is serving as its own contractor for construction of the facilities, the Applicant shall provide a performance bond and a payment bond (or bonds) in favor of RWU and the Commission. If the project is organized in such a way

that the Applicant is using a subsidiary, or related company, as the contractor, a contract must exist between the parent and subsidiary/related company. RWU will specify how the project will be bonded and may require bonds from the parent company, subsidiary/related company, or both.

19. **Dedication of Facilities.** Upon completion of the construction of the facilities and acceptance by RWU, ownership of the facilities shall vest by this Contract in RWU, the Commission, and the City of Rogers, Arkansas, for the use of RWU without the necessity of any other conveyance or formality, the acceptance of the facilities constituting acceptance of the dedication. The facilities shall become a part of the City of Rogers municipal water system, sewer system, (or both), as applicable. RWU shall have the right to connect to and to make extensions from the facilities without payment to or permission from Applicant.

20. **One Year Post-Acceptance Period.** If within one year after acceptance of facilities by RWU, any part of the facilities is found to be damaged, defective, becomes unserviceable, or otherwise fails to meet the requirements of the *Standard Specifications*; or if within one year, any part of the facilities requires relocation, in the opinion of RWU, due to construction of street, road, highway or drainage improvements, or other structures, Applicant shall, after written notice from RWU, within 60 days, remedy the defects or relocate the facilities to the satisfaction of RWU. Upon Applicant's failure to perform said work in a timely manner, RWU shall have the option of performing said work at Applicant's expense.

21. **Not a Contract for Services.** This is a Contract for extension of water facilities and sewer facilities and is not a contract for water service or sewer service. Applicant acknowledges that (1) the furnishing of water and collection of sewer by RWU are governmental functions and that RWU does not agree to furnish any specific amount of water or water pressure; (2) water will be delivered only to customers who enter into separate service contracts with RWU, but the right to contract, and the type of service to be rendered, shall always be subject to such rules, regulations and policies of RWU as may be in effect from time to time; and (3) water furnished under such separate service contracts will be supplied to such customers at whatever pressure and quantity available from time to time without liability for damages due to high or low pressure or stoppage of flow. Applicant will enter into all applicable customary and standard agreements for provision of water service and/or sewer service, including, without limitation, RWU's standard Customer Service Agreement, (as may be modified for Applicant's particular Development) in accordance with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Commission and the Rogers Water Utilities, and any other applicable law, as they now exist or as they may be hereafter amended.

22. **Compliance.** Applicant acknowledges that providing water service from the facilities, or connections thereto, will not be commenced by RWU prior to Applicant fulfilling all its obligations in strict accordance with the terms of this Contract including the payment of all

amounts due to RWU. Applicant will pay all applicable, customary, and standard deposits, service charges and fees, rates, meter connection charges, tapping fees, impact fees, access fees, sales taxes, fees for Federal Safe Drinking Water Act compliance, and any other applicable charges and fees in accordance with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Commission and the Rogers Water Utilities, and any other applicable law, as they now exist or as they may be hereafter amended.

Applicant will comply with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Commission and the Rogers Water Utilities, and any other applicable law, as they now exist or as they may be hereafter amended, said ordinances, rules, regulations, procedures, specifications, and applicable laws, being incorporated herein and made part of this Contract.

23. **Certification of Construction Cost.** Applicant understands and agrees after construction is completed that it must certify to RWU the total costs of the facilities by completing RWU's standard Cost Certification Form with Acknowledgement and delivering the same to RWU before any water and /or sewer service will be established.

24. **No Joint Venture.** This Contract is made at arm's length between independent contracting parties. Nothing in this Contract shall be deemed to create a joint venture, partnership, tenancy in common, joint tenancy, or any similar relationship between the parties.

25. **Risk of Loss.** Applicant is not a "contractor" of RWU as that term is used in Ark. Code. Ann. §22-9-203. Until the facilities are completed, dedicated, and accepted in accordance with this Contract, all such facilities remain the property of and responsibility of Applicant. Applicant bears the risk of loss for the facilities prior to dedication and acceptance and neither RWU, nor the Commission, nor the City of Rogers shall have any liability for any such loss.

26. **No Assignment of Rights or Delegation of Duties.** Applicant shall not assign its rights under this Contract without the express written permission of RWU. Nor shall Applicant delegate its duties under this Contract without the express written permission of RWU. Any Assignment or Delegation of this Contract made without RWU's consent is void and of no effect. RWU may require information and assurances that any proposed assignee or delegate shall perform Applicant's obligations under this Agreement.

27. **Choice of Law and Venue.** This Contract shall be governed by the laws of the State of Arkansas without regard to its principles of conflict of laws. Venue for any litigation concerning this Contract shall lie exclusively in the state or federal courts embracing Benton County, Arkansas, unless another venue is specified by law.

28. **No Obligation of Indemnity by RWU; Tort Immunity Not Waived.** The parties hereto agree that RWU has no obligation of indemnity of any type (whether contractual, equitable, or otherwise denominated) to Applicant under this Contract. Nothing in the Contract shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities granted to RWU, the Rogers Waterworks and Sewer Commission, and the City of Rogers, Arkansas pursuant to Ark. Code. Ann. §21-9-301 and other applicable law.

29. **Notices.** Any notice or communication required or permitted (other than routine communications regarding plan review, progress of construction, etc. which may be sent by electronic mail) to be given shall be in writing and shall be deemed to have been given (i) when received if personally delivered; (ii) when received if sent by certified mail, return receipt requested, postage prepaid; or (iii) when received if sent by express courier (e.g. FedEx), if receipt is confirmed by the delivery agent, at the following addresses (or such other address as may be designated).

If given to RWU, notice shall be sent to:

Utility Engineer  
Rogers Water Utilities  
601 South 2nd Street  
Rogers, AR 72756

with copies to:

Superintendent  
Rogers Water Utilities  
601 South 2nd Street  
Rogers, AR 72756.

If given to Applicant, notice shall be sent to:

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[Provide Applicant's Address for Sending Notices]

30. **Waiver.** Failure of either party hereto to exercise any options herein contained upon breach by the other shall not constitute a waiver of that party's right to exercise such options upon future breach.





## Arkansas Secretary of State Cole Jester

State Capitol Building ♦ Little Rock, Arkansas 72201-1094 ♦ 501-682-3409

### **Certificate of Good Standing**

I, Cole Jester, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

### **D.R. HORTON - NW ARKANSAS, LLC**

formed under the laws of the state of Delaware, and authorized to transact business in the State of Arkansas as a Foreign Limited Liability Company, was granted a Registration of Foreign Limited Liability Company by this office November 17, 2022.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.



**In Testimony Whereof**, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 9th day of September 2025.

A handwritten signature in cursive script, appearing to read "Cole Jester".

Cole Jester  
Secretary of State

Online Certificate Authorization Code: 36242b5483e32ac

To verify the Authorization Code, visit [sos.arkansas.gov](http://sos.arkansas.gov)

## CERTIFICATE OF SECRETARY

The undersigned hereby certifies as follows:

1. He is a duly elected, qualified and acting Secretary of D.R. Horton, Inc., a Delaware corporation (*the “Company”*), is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following is a true, correct and complete copy of resolutions related to the subject matter as adopted by the Consent of Executive Committee of the Board of Directors of the Company dated May 27, 2025 (*the “Resolutions”*). The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.


### Election of Assistant Secretary and Division Chief Financial Officer

**RESOLVED**, that Lane Riggins is hereby elected to the office of Assistant Secretary of the Company (*the “Assistant Secretary”*) in the Company’s Northwest Arkansas Division (*the “Division”*), to serve until his successor is duly elected and qualified or until his earlier death, resignation or removal.

**RESOLVED FURTHER**, that the Assistant Secretary is hereby authorized on behalf of (i) the Company, (ii) any partnership of which the Company is a general partner, manager or agent, and (iii) any limited liability company of which the Company is a member, manager or agent (*collectively, the “Entities”*), to sign, modify and terminate, from time to time as he deems it to be in the best interest of the Entities, various general office management arrangements for the Division, including, but not limited to, copier, facsimile and other equipment leases (not including office space or trailer leases), security service agreements and other similar or equivalent agreements or documents for the Division relating to the business of Entities.

**RESOLVED FURTHER**, that the Assistant Secretary is hereby authorized, in the Division and in the name and on behalf of the Entities, to execute and deliver any and all documents and instruments, including without limitation home sales contracts, general or special warranty deeds, bills of sale, lien waivers, owner’s affidavits, settlement statements and other conveyance documents and closing statements, necessary to contract for or close the sale of any one or more single-family or multi-family residences on behalf of the Entities.

**IN WITNESS WHEREOF**, the undersigned has signed on the 17<sup>th</sup> day of June, 2025.

  
\_\_\_\_\_  
Thomas B. Montaña  
Secretary

## EXHIBIT 3 - Reimbursable

<b>9th Street Development</b>					
<b>Reimbursable Bid Tabs</b>					
<b>Water (By City)</b>				<b>Precision</b>	
Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
1	8-Inch Ductile Iron Class 350 Pipe, Complete in Place (Including Fittings, Restraints, Thrust Blocking, Bedding, & Backfill)	1,020	LF	\$ 98.00	\$ 99,960.00
2	Connect to Existing 12" Water Main	1	EA	\$ 3,075.00	\$ 3,075.00
3	Connect to Existing 24" Water Main	1	EA	\$ 7,745.00	\$ 7,745.00
4	24"x8" Tapping Sleeve w/ Valve	1	EA	\$ 9,300.00	\$ 9,300.00
5	12"x8" Reducer	1	EA	\$ 1,250.00	\$ 1,250.00
6	Air Release Valve	3	EA	\$ 3,025.00	\$ 9,075.00
7	Anchor Collar Block	1	EA	\$ 1,700.00	\$ 1,700.00
8	Demolish Existing 8" Waterline	1,020	LF	\$ 7.50	\$ 7,650.00
9	Hydrostatic Testing and Chlorination	1,020	LF	\$ 2.50	\$ 2,550.00
10	Trench Safety	1,020	LF	\$ 0.85	\$ 867.00
11	Standard Performance and Pament Bond (For all Improvements)	1	LF	\$ 2,700.00	\$ 2,700.00
12	One Year Maintenance Bond (For all Improvements)	1	LF	\$ 2,700.00	\$ 2,700.00
<b>Water Construction Costs</b>				\$	148,572.00
<b>10% Contingency:</b>				\$	14,857.20
<b>Total Cost with Contingency</b>				\$	163,429.20
<b>Engineering Fee:</b>				\$	17,977.21
<b>Inspection Fee:</b>				\$	9,805.75
<b>Total Water Construction Costs with Contingency, Engineering and Inspection</b>				\$	<b>191,212.16</b>

\* No rock excavation is anticipated due to the line depth. If rock excavation is required pricing to be coordinated with RWU.

# EXHIBIT 3 - Full Project

## 9th Street Development Utility and Paving Bid Tab

<b>Water Improvements</b>					
Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
1	8-Inch Ductile Iron Class 350 Pipe, Complete in Place (Including Fittings, Restraints, Thrust Blocking, Bedding, & Backfill)	2,476	LF	\$ 98.00	\$ 242,648.00
2	1-Inch Copper Service, with Meter Box and PVC Casing Pipe	72	EA	\$ 2,580.00	\$ 185,760.00
3	Fire Hydrant Assembly, Complete in Place	13	EA	\$ 10,050.00	\$ 130,650.00
4	8-Inch Gate Valve and Box, Complete in Place	15	EA	\$ 3,680.00	\$ 55,200.00
5	Connect to Existing 8" Water Main	1	EA	\$ 2,800.00	\$ 2,800.00
6	Connect to Existing 12" Water Main	1	EA	\$ 3,075.00	\$ 3,075.00
7	Connect to Existing 24" Water Main	1	EA	\$ 7,745.00	\$ 7,745.00
8	24"x8" Tapping Sleeve w/ Valve	1	EA	\$ 9,300.00	\$ 9,300.00
9	12"x8" Reducer	1	EA	\$ 1,250.00	\$ 1,250.00
10	Air Release Valve	7	EA	\$ 3,025.00	\$ 21,175.00
11	Anchor Collar Block	1	EA	\$ 1,700.00	\$ 1,700.00
12	Steel Encasement	20	LF	\$ 232.00	\$ 4,640.00
13	Demolish Existing 12" Waterline	1,020	LF	\$ 7.50	\$ 7,650.00
14	Hydrostatic Testing and Chlorination	2,476	LF	\$ 2.50	\$ 6,190.00
15	Trench Safety	2,476	LF	\$ 0.85	\$ 2,104.60
<b>Water Improvements Subtotal:</b>				\$	681,887.60
<b>Sanitary Sewer Improvements</b>					
Item No.	Item Description		Unit	Unit Price	Total Amount

## EXHIBIT 3 - Full Project

16	8-Inch SDR-26 PVC Pipe, Complete in Place	1,845	LF	\$ 83.00	\$ 153,135.00
17	4-Foot Diameter Manhole	15	EA	\$ 4,450.00	\$ 66,750.00
18	Standard Wastewater Service, Complete in Place	72	EA	\$ 1,165.00	\$ 83,880.00
19	Steel Encasement	240	LF	\$ 520.00	\$ 124,800.00
20	Manhole Vacuum Testing	15	EA	\$ 480.00	\$ 7,200.00
21	Demo Existing 8" Sewer	20	LF	\$ 186.00	\$ 3,720.00
22	Demo Existing Manhole	1	EA	\$ 5,200.00	\$ 5,200.00
23	Post-CCTV Inspection	1,845	LF	\$ 10.80	\$ 19,926.00
24	Trench Safety	1,845	LF	\$ 2.70	\$ 4,981.50
<b>Sanitary Sewer Improvements Subtotal:</b>				\$	469,592.50

Janitorial Services Bid Results - #RWU-2025-7-1

8/27/2025

Bidder Name →

Item#	Service	Frequency	Qty per Contract Term	David's Custom Cleaning		Executive Services Spin		Encore Cleaning		Kellermeyer Bergensons Services, LLC		Elite Services, LLC		ABM Industry Groups, LLC	
				Price	Extended Price	Price	Extended Price	Price	Extended Price	Price	Extended Price	Price	Extended Price	Price	Extended Price
1	<b>Regularly Scheduled Cleaning Services</b>	Monthly	12	\$ 2,500.00	\$ 30,000.00	\$ 2,325.38	\$ 27,904.56	\$ 3,523.70	\$ 42,284.40	\$ 3,561.43	\$ 42,737.16	\$ 3,985.00	\$ 47,820.00	\$ 5,842.57	\$ 70,110.84
2	Strip/Wax VCT Flooring (Admin)	Semi-Annual	2	\$ 1,400.00	\$ 2,800.00	\$ 1,634.00	\$ 3,268.00	\$ 1,153.45	\$ 2,306.90	\$ 2,500.00	\$ 5,000.00	\$ 3,555.00	\$ 7,110.00	\$ 0.50	\$ 4,250.00
3	Maching Scrubbing Ceramic Floor (Admin)	Semi-Annual	2	\$ 600.00	\$ 1,200.00	\$ 3,151.50	\$ 6,303.00	\$ 239.90	\$ 479.80	\$ 150.00	\$ 300.00	\$ 1,800.00	\$ 3,600.00	\$ 0.40	\$ 2,521.60
4	Carpet Cleaning / Extraction Main office Area (Ad	Semi-Annual	2	\$ 750.00	\$ 1,500.00	\$ 414.49	\$ 828.98	\$ 380.83	\$ 761.66	\$ 350.00	\$ 700.00	\$ 900.00	\$ 1,800.00	\$ 0.30	\$ 1,527.00
5	Strip/Wax VCT Flooring (Training Center)	Semi-Annual	2	\$ 1,400.00	\$ 2,800.00	\$ 791.92	\$ 1,583.84	\$ 326.88	\$ 653.76	\$ 1,500.00	\$ 3,000.00	\$ 2,280.00	\$ 4,560.00	\$ 0.50	\$ 2,085.00
6	Strip/Wax VCT Florring (RPCF)	Semi-Annual	2	\$ 800.00	\$ 1,600.00	\$ 1,247.92	\$ 2,495.84	\$ 615.12	\$ 1,230.24	\$ 2,500.00	\$ 5,000.00	\$ 3,940.00	\$ 7,880.00	\$ 0.50	\$ 3,285.00
<b>Qualifications</b>															
	Insurance				90%		50%		Yes		Yes		Yes		Yes
	5+ Years Experience				Yes		Yes		No		Yes		Yes		Yes
	3 References				Yes		Yes		Yes		Yes		Yes		No
	Background Checks				Yes		No		No		Yes		No		No
				Total Bid: \$ 39,900.00		Total Bid: \$ 42,384.22		Total Bid: \$ 47,716.76		Total Bid: \$ 56,737.16		Total Bid: \$ 72,770.00		Total Bid: \$ 83,779.44	