

ARKANSAS DEPARTMENT OF POLLUTION CONTROL
AND ECOLOGY

LOCATION - SUBJECT Professional Training

Contract May 25, 1978

MINUTE ORDER NO. 78-38

PAGE 1 of 1 PAGES

The Commission herein approves the contract between the Department of Pollution Control and Ecology and Water Utilities Training Services in the amount of \$3,600 to provide wastewater treatment operator training services in the State of Arkansas. The program will consist of four (4) twenty hour courses on Operation and Maintenance of Pumps and Lift Stations, and will train approximately eighty (80) operators. The funds for these short courses are being provided by the Environmental Protection Agency earmarked for training only.

COMMISSIONERS

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Ralph A. Dumas

SUBMITTED BY:

Joe Shaw

DATE PASSED: 5/26/78

STATE OF ARKANSAS

PROFESSIONAL -- CONSULTANT SERVICES JUSTIFICATION FORM

TO: Agency Director

I. Contract services are necessary because

SEE ATTACHMENTS FOR I, II, III, & IV

II. Were Agency employees or other State agencies considered for these services?
If not, why?

III. The qualifications of individual or firm selected are

IV. What was the method of procurement chosen? List other contractors invited to submit proposals and amount of each bid. If none, why? List reason for not selecting lowest bid.

Name of Agency Department of Pollution Control and Ecology

Justification By Joe Shaw Training Officer 5/12/78
(Name) (Title) (Date)

Agency Director Approval _____
(Name) (Date)

STATE OF ARKANSAS
 PROFESSIONAL -- CONSULTANT SERVICES CONTRACT

CONTROL NUMBER _____

I. DATES, PARTIES

This agreement is entered into on the 12 of May, 1978 between
 (Day) (Month) (Year)
Pollution Control & Ecology Water of the State of Arkansas
 (Agency) (Division)
 hereinafter referred to as the agency and Water Utilities Training
 (Firm or Individual)
Service, Bryan, Texas hereinafter referred to as the
 (Address) contractor.

II. OBJECTIVES AND SCOPE

The agency and contractor agree that the objective and scope of this agreement are as described herein or by attachments if so noted.
The contractor will conduct four (4) short courses of 20 hours each at different locations in the State in accordance with the schedule shown on attachment No. 1.

(Attachments Nos. I, _____, _____, _____, _____, _____)

III. CALCULATIONS OF COMPENSATION

- A. For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. The Contractor will be reimbursed for out of pocket expenses as outlined below or in accordance with the accepted standard rate for professional consulting personnel which is attached hereto and made part of this contract.
- B. If the contract is subject to Act 222 of 1977 the compensation, exclusive of reimbursable expenses, is subject to the 7% withholding.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL
Instructor	one		\$ _____
Salary fringe benefits		\$1,977.08	\$ 1,977.08
Office expense, etc.			\$ _____
			\$ 1,977.08
Total compensation exclusive of expense reimbursement			\$1,977.08

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL
Food & lodging 15.00/day at 35/days	\$ 525.00	\$ _____
Manuals-80/student at 3.50 each	\$ 280.00	\$ _____
Travel-4,544 miles at 18¢/mi	\$ 817.92	\$ _____
	\$ 1,622.92	\$ 1,622.92
Total reimbursable expense		\$1,622.92

IV. SOURCE OF FUNDS

State Agency Funds _____ Appropriation Code _____

Other Funds \$3,600.00 _____ Appropriation Code 930-397-Fyp

Source of Federal Grant Funds Environmental Protection Agency

V. RENDERING OF COMPENSATION

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows or in attachment no. I to this agreement.

The contractor will be compensated at the rate of \$900.00 per 20 hour course which shall constitute full payment for all costs incurred.

VI. TERMS

The term of this agreement will begin on 26 of June, 1978,
(Day) (Month) (Year)

and shall extend for a period of approximately Five months
and/or as agreed to separately in writing by both parties, but in no event shall the duration of such contract be as long as one calendar year. The initial term of a contract shall not extend beyond the end of the current biennium period unless the General Assembly prior to the expiration of the biennium period makes an appropriation for such purpose.

This contract is subject to all of the provisions of the General Accounting and Budgetary Procedures Law (Act 876 of 1973).

An amendment to the contractor from the Agency, extending or shortening the terms and/or dollar amounts of the agreement, will be considered binding when endorsed by the Contractor and returned to the Agency, except that those amendments requiring that a contract be extended in duration for longer than one month may require review by the Legislative Council or Joint Budget Committee and the approval of the Department of Finance and Administration. The amendment will have the same distribution as was given the related contract.

VII. AGENCY/CONTRACTOR RESPONSIBILITY

A. The agency agrees to make available advice, counsel, data and personnel, etc. described immediately below or in attachment no. _____ to this agreement.

None except as noted in (B) below

B. The Agency representative who will act for the Agency in coordinating work of this Contractor will be Joe Shaw Training Officer
(Name) (Title)

C. The Contractor agrees to list below, or on attachment hereto, names and social security numbers of personnel supplying services to the State Agency at the time of the execution of the contract. If the names are not known at the time of execution of the contract, the Contractor will submit the name or names and social security numbers as they become known. Such persons shall, for all purposes, be employees, or independent contractors operating under the control of the contractor, and nothing

herein shall be construed to create an employment relationship between the agencies and the persons listed below.

<u>NAME</u>	<u>SOCIAL SECURITY NUMBER</u>
Fred Overman	461-52-0936
_____	_____
_____	_____
_____	_____

D. Contractor's Federal Identification Number 74-1953554

E. The Contractor has been made aware of the provisions of Act 222 of 1977.

Contractor's Initials

F. The agency shall exercise no managerial responsibilities over the Contractor or his employees. In carrying out this contract it is expressly agreed that there is no employment relationship between the contracting parties.

VIII. CERTIFICATION OF CONTRACTOR

"I, Fred Overman, Owner/Instructor certify
(CONTRACTOR) (TITLE)

under penalty of perjury, to the best of my knowledge and belief, no regular or full time or part-time employee of any State Agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits as a result of the execution of this contract". Where the Contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a state employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting agency.

IX. EMPLOYMENT BY A STATE AGENCY

I, Fred Overman, certify that I am not presently an employee of an Arkansas State agency. I have not been previously employed by a state agency for the State of Arkansas except as indicated below.

<u>AGENCY</u>	<u>DATE OF EMPLOYMENT (FROM/TO)</u>	<u>MAXIMUM ANNUAL SALARY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

X. AUTHORITY

- A. This contract shall be governed by the Laws of the State of Arkansas, as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Section 20, Act 876 of 1973, as amended.
- B. Any legislation that may be enacted subsequent to the date of this agreement which may cause all or any part of this agreement to be in conflict with the laws of the State of Arkansas will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

SIGNATURES

CONTRACTOR (DATE)

AGENCY DIRECTOR (DATE)

Owner/Instructor
TITLE

Director
TITLE

901 Dellwood Drive, Bryant, TX 77801
ADDRESS

8001 National Drive Little Rock, AR 72209
ADDRESS

APPROVED: _____
(LEGISLATIVE COUNCIL OR JOINT BUDGET COMMITTEE)

(DATE)

APPROVED: _____
(DEPARTMENT OF FINANCE AND ADMINISTRATION)

(DATE)

Distribution:

- (1) Original for Agency
- (2) First copy for Pre-Audit Section, Office of Accounting, Department of Finance and Administration
- (3) Second copy for Contractor

Attachment

- I Contract Services are necessary because the Department does not have adequate staff to provide the program of training requested. The Water Utilities Training Service, Bryan, Texas, has the capability, staff, instructional materials, etc. to conduct these courses, therefore, it is believed to be the most economical route. The funds are provided for these services by an Environmental Protection Agency Training Grant.
- II To the best of our knowledge there are no other state agencies that have the capabilities or staff to conduct the training program being requested.
- III Mr. Fred Overman, owner, and chief instructor of the Water Utilities Training Service, Bryan, Texas, is a certified Vocational Instructor and has approximately twenty-five (25) years of experience in the water and wastewater field. He served almost six (6) years as a Training Specialist with the Engineering Extension Service at Texas A & M University. Mr. Overman has conducted twelve (12) wastewater short courses for the Department during the past three (3) years and was well received by the managers and operators of the treatment facilities.
- IV Texas A & M University was contacted about this particular course and we were verbally informed that the course would not be available at this time. Therefore, the Water Utilities Training Service was contacted and accepted for the amount and method of compensation set by this agency

Attachment No. 1 to Contract
Dated June 26, 1978 Between
Arkansas Department of Pollution
Control and Ecology and The Water
Utilities Training Service owned
and operated by Mr. Fred Overman

<u>Date</u>	<u>Course</u>	<u>Location</u>
June 27-29, 1978	Operation & Maintenance of Pumps	DeQueen
July 18-20, 1978	Operation & Maintenance of Pumps	Little Rock
August 15-17, 1978	Operation & Maintenance of Pumps	Newport
Sept. 12-14, 1978	Operation & Maintenance of Pumps	Fayetteville

The dates, subject matter and location are subject to change, by agreement between both parties.