



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Development
Planning Commission Meeting Room**

**Tuesday, April 8, 2014 6:00 p.m.
305 SW "A" Street**

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, April 8, 2014 6:00 p.m.
305 SW "A" Street**

**Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: March 25, 2014**

AGENDA

1. Planning:

- 1a. **C & L NWA Properties: Property Line Adjustment, Lot 23, Block 23, Deming's Second Addition, Northeast 'A' Street, Zoned R-C2, Central Residential-Moderate Density.**

(Pages 5-8)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment to establish lot lines for property located on Northeast 'A' Street. The plat as provided indicates the creation of one lot from three existing lots to be known as (Lot 23, 1.03 acres) of Dickson's Second Addition. Additional right of way and a 20 feet utility easement is being dedicated along Northeast 'A' Street.

- 1b. **Heather and William Ayers: Lot Split, Lots 1 & 2, Block 6, Railroad Addition (Ayers) 207 Southeast 'B' Street, Zoned R-1, Single family Residential.**

(Pages 9-12)

The planning commission voted 5-0 recommending approval.

The applicant has submitted a Lot Split application for property located at 207 Southeast 'B' Street. The proposed plat as provided indicates the dedication of 25' of right-of-way along Southeast 'B' Street from centerline and the dedication of 20 feet of right-of-way along Southeast Henry Street from centerline. A prior waiver request was approved by the Planning Commission on February 4, 2014.

for a reduction in right-of-way along Southeast Henry from the required 26 feet to 20 feet.

- 1c. **John Pak: Rezoning, 2309 Southeast Moberly Lane, Zoned C-1, Neighborhood Commercial to C-2, General Commercial.**

(Pages 13-18)

The planning commission voted 5-0 recommending approval.

The future land use plan depicts this property as Commercial. Southeast Moberly Lane is a major arterial street and the subject property is bordered to the east by the I-540 corridor. The proposed zoning designation would allow for future redevelopment along a corridor that is established with many existing commercial businesses.

- 1d. **Danit Alexander Ross Marquardt: Property Line Adjustment, Lot 8, Block B, Orchard Addition, 508 Southeast 'C' Street, Zoned R-1, Single Family Residential.**

(Pages 19-22)

The planning commission voted 5-0 recommending approval

The applicant has submitted a request to complete a Property Line Adjustment for property located at 501 North Main Street. The plat as provided indicates the creation of one lot from two existing lots to be known as (Lot 8, 0.38 acres), Block B, Orchard Addition.

2. Downtown Bentonville Improvement Project is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$1,612.65 less than the currently contracted amount of \$286,970.73. **(Pages 23-26)**
3. Approval of a resolution expressing the willingness of the City of Bentonville to utilize federal-aid funds for the design, environmental and preliminary utilities for the US 71B and 12th Street/Tiger Intersection improvement Project. **(Pages 27-38)**
4. A resolution authorizing the Mayor and City Council to enter into a contract with Osmose to provide pole testing to the City of Bentonville Electric Department for an amount not to exceed \$26,600.00. **(Pages 39-44)**
5. Fire Department Staff recommends Council approve a contract with Clinard Construction for the pre-construction phase of Station 6. Total cost of the contract is \$92,500.00. Clinard has been involved with the construction management phase of this project, and this would be the construction phase. This expense is included in the total cost. (See attached breakout sheets) **(Pages 45-74)**
6. Fire Department Staff recommends a budget adjustment in the amount of \$170,000.00 to complete the construction of Station 6. Total cost of the construction is \$1,925,900.00. (See Budget Adjustment) **(Pages 75-76)**
7. Fire Department Staff recommends Council approve all bid awards for the construction of Station 6. Total cost of bids is \$1,344,206.00. (See attached breakout sheets) **(Pages 77-79)**

8. Fire Department Staff recommends Council award bid to EVS Emergency Vehicle Spec. for five Scott 75, 4500 PSI airpacks. This is an increase to our current inventory of airpacks due to the purchase of a new fire engine for Station 6. Total cost for this project is \$21,779.77 including tax. **(Pages 80-81)**
9. Pass resolution to extend agreement with BKD for the annual audit of the City's financials for a 5 year period (2013-2017). **(Pages 82-84)**

**City Council
Agenda
April 8, 2014**

C & L NWA Properties: Property Line Adjustment, Lot 23, Block 23, Deming's Second Addition, Northeast 'A' Street, Zoned R-C2, Central Residential-Moderate Density.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a request to complete a Property Line Adjustment to establish lot lines for property located on Northeast 'A' Street. The plat as provided indicates the creation of one lot from three existing lots to be known as (Lot 23, 1.03 acres) of Dickson's Second Addition. Additional right of way and a 20 feet utility easement is being dedicated along Northeast 'A' Street.

Heather and William Ayers: Lot Split, Lots 1 & 2, Block 6, Railroad Addition(Ayers)207 Southeast 'B' Street, Zoned R-1, Single family Residential.

The planning commission voted 5-0 recommending approval.

The applicant has submitted a Lot Split application for property located at 207 Southeast 'B' Street. The proposed plat as provided indicates the dedication of 25' of right-of-way along Southeast 'B' Street from centerline and the dedication of 20 feet of right-of-way along Southeast Henry Street from centerline. A prior waiver request was approved by the Planning Commission on February 4, 2014 for a reduction in right-of-way along Southeast Henry from the required 26 feet to 20 feet.

John Pak: Rezoning, 2309 Southeast Moberly Lane, Zoned C-1, Neighborhood Commercial to C-2, General Commercial.

The planning commission voted 5-0 recommending approval.

The future land use plan depicts this property as Commercial. Southeast Moberly Lane is a major arterial street and the subject property is bordered to the east by the I-540 corridor. The proposed zoning designation would allow for future redevelopment along a corridor that is established with many existing commercial businesses.

Danit Alexander Ross Marquardt: Property Line Adjustment, Lot 8, Block B, Orchard Addition, 508 Southeast 'C' Street, Zoned R-1, Single Family Residential.

The planning commission voted 5-0 recommending approval

The applicant has submitted a request to complete a Property Line Adjustment for property located at 501 North Main Street. The plat as provided indicates the creation of one lot from two existing lots to be known as (Lot 8, 0.38 acres), Block B, Orchard Addition.

Planning Commission Staff Report
Property Line Adjustment: Lot 23, Block 23 Deming's Second Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: March 18, 2014

GENERAL INFORMATION:

Project number: 14-07000004

Owner: C & L NWA Properties

Applicant/Representative: Ken Booth (Sand Creek Engineering)

Requested Action: Property Line Adjustment Approval

Location: Northeast 'A' Street

Existing Zoning: R-C2, Central Residential – Moderate Density

Land Use Plan: Residential Estate

BACKGROUND:

The applicant has submitted a request to complete a Property Line Adjustment to establish lot lines for property located on Northeast 'A' Street. The plat as provided indicates the creation of one lot from three existing lots to be known as (Lot 23, 1.03 acres) of Dickson's Second Addition. Additional right of way and a 20 feet utility easement is being dedicated along Northeast 'A' Street.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-3, Medium Density Residential	Public
South	R-1, Single Family Residential	Low Density Residential
East	R-1, Single Family Residential	Public
West	A-1, Agricultural	Low Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	-	-
West	Northeast 'A' Street	Collector

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; the property is currently vacant within a residential subdivision.

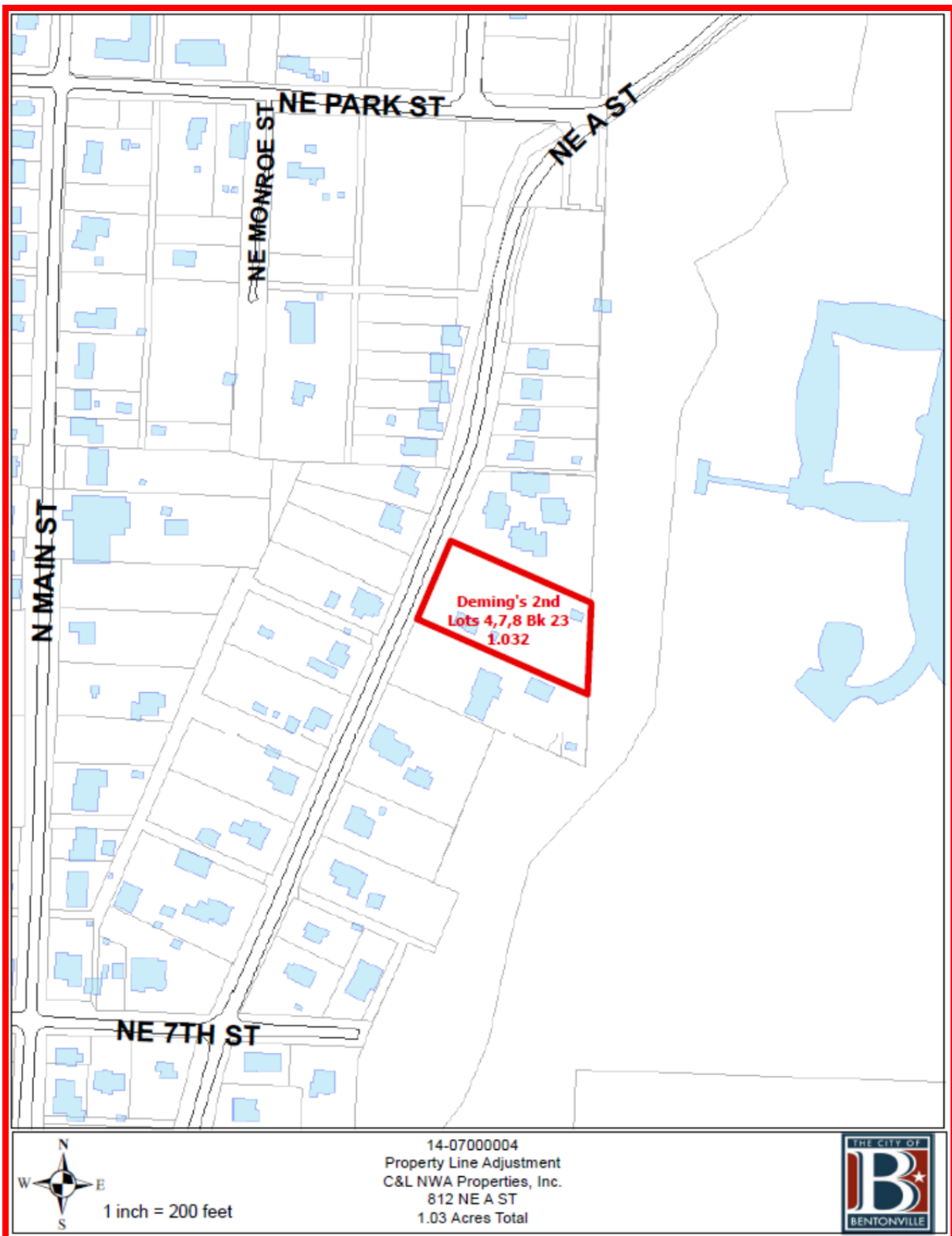
Drainage Report: A drainage report is not required for this property line adjustment.

Water / Sewer: Per the G.I.S. site, water and sewer are currently available to the site.

Analysis / Conclusion: This property line adjustment MEETS the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 23, BLOCK 23, DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 23, Block 23, Deming's 2nd Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 18th day of March, 2014 and

WHEREAS, said property line adjustment is attached hereto as Exhibit "A" and

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council of the City of Bentonville, and after consideration and deliberation said Council is of the opinion that said property line adjustment should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the property line adjustment of Lot 23, Block 23, Deming's 2nd Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Lot Split: Lots 1 & 2, Block 6, Railroad Addition (Ayers)

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: April 1, 2014

GENERAL INFORMATION:

Project Number: 14-05000006

Applicant/Owner: Heather & William Ayers

Representative: Jacob Tankersley

Engineer/Surveyor: James Layout Services, LLC

Requested Action: Lot Split Approval

Location: 207 Southeast 'B' Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a Lot Split application for property located at 207 Southeast 'B' Street. The proposed plat as provided indicates the dedication of 25' of right-of-way along Southeast 'B' Street from centerline and the dedication of 20 feet of right-of-way along Southeast Henry Street from centerline. A prior waiver request was approved by the Planning Commission on February 4 2014 for a reduction in right-of-way along Southeast Henry from the required 26 feet to 20 feet.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Low Density Residential
South	R-1, Single Family Residential	Low Density Residential
East	R-1, Single Family Residential	Low Density Residential
West	R-1, Single Family Residential	Downtown Mixed Use

STREETS

Direction	Name	Classification
North	-	-
South	Southeast Henry	Local
East	-	-
West	Southeast 'B' Street	Local

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is currently an occupied residence within a residential area.

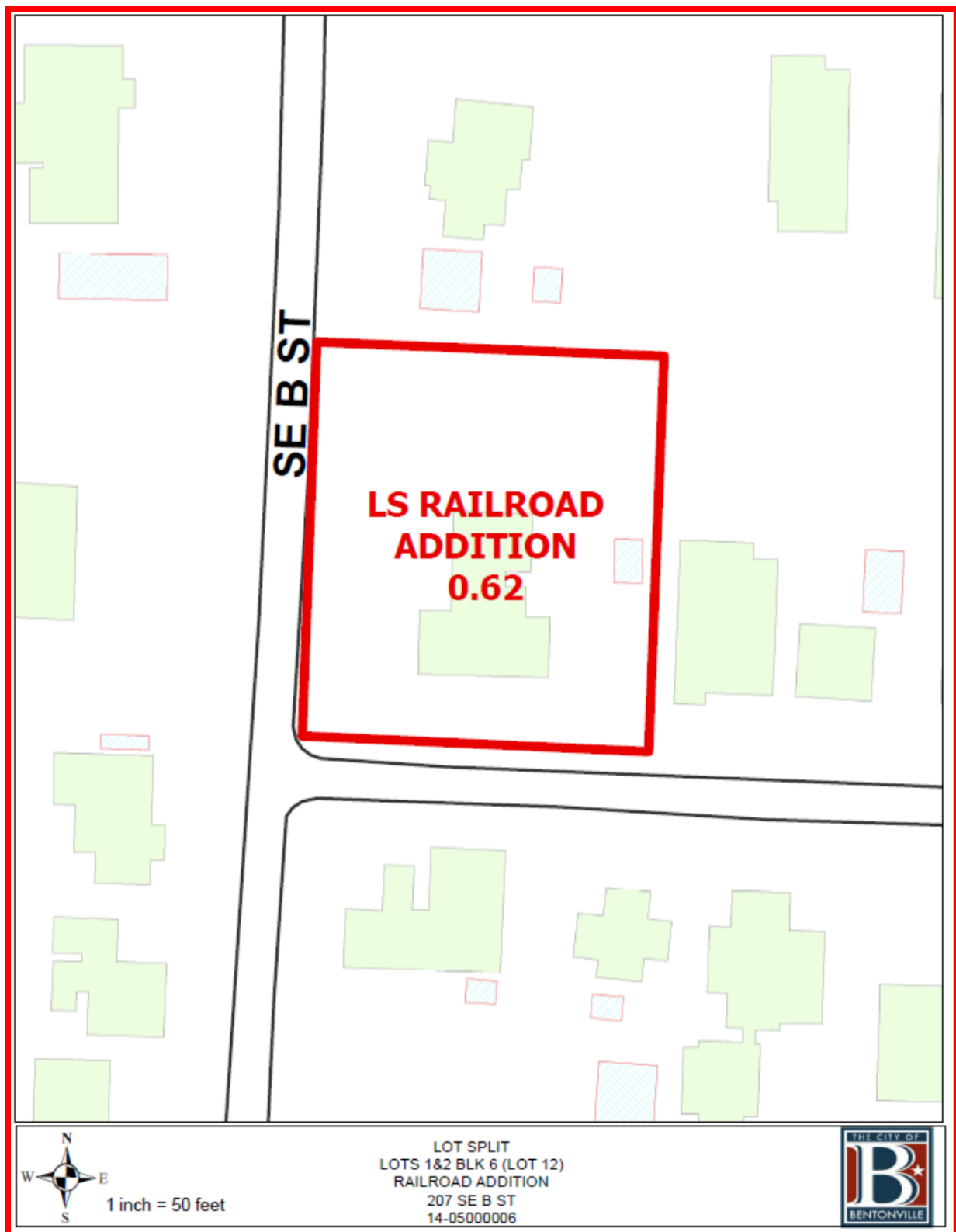
Drainage Report: A drainage report is not required for this lot split.

Water / Sewer: Per the G.I.S. site, water and sewer are available to these sites.

Analysis / Conclusion: This lot split MEETS the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 & 2, BLOCK 6, RAILROAD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1 & 2, Block 6, Railroad Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 1st day of April, 2014 and

WHEREAS, said lot split is attached hereto as Exhibit "A" and

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville, and after consideration and deliberation said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of Lots 1 & 2, Block 6, Railroad Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

ATTEST

APPROVED

CITY CLERK

MAYOR



PC Meeting of: April 1, 2014

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3126
Fax: (479) 271-5906

REZONING: JOHN PAK, 2309 SOUTHEAST MOBELRY LANE, C-1, NEIGHBORHOOD COMMERCIAL TO C-2, GENERAL COMMERCIAL

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Jon Stanley, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: April 1, 2014

GENERAL INFORMATION

H.T.E. Project Number: 14-09000003

Applicant/Current Owner: John Pak

Representative: Vernon Williams, P.E.

Requested Action: Rezoning

Location: 2309 Southeast Moberly Lane

Existing Zoning: C-1, Neighborhood Commercial

Proposed Zoning: C-2, General Commercial

Future Land Use Map Designation: Commercial

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is developed within a commercial area.

Previous Rezoning Requests for this Property: There are no known rezoning request for this property.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Commercial	R-O, Residential Office	Commercial
South	Commercial	C-2, General Commercial	Commercial
East	I-540	None	I-540
West	High Density Residential & Office	R-3, Medium Density Residential & Office	High Density Residential & Office

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	-	-	-
East	I-540	Expressway	4 lane divided interstate
West	Southeast Moberly Lane	Arterial	2 lane asphalt with center turn lane and curb and gutter

LEGAL NOTIFICATIONS

Public Notice: On February 26, 2014, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on February 28, 2014. In addition, staff posted a notice of public hearing sign on the property on March 17, 2014. This **DOES** the meet legal noticing requirements and is adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: The future land use plan depicts this property as Commercial. Southeast Moberly Lane is a major arterial street and the subject property is bordered to the east by the I-540 corridor. The proposed zoning designation would allow for future redevelopment along a corridor that is established with many existing commercial businesses.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The proposed zoning does have the potential to cause an adverse effect on current traffic danger and congestion. The impact on traffic conditions will be assessed at the time of development and improvements will be provided as needed to alleviate concerns.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

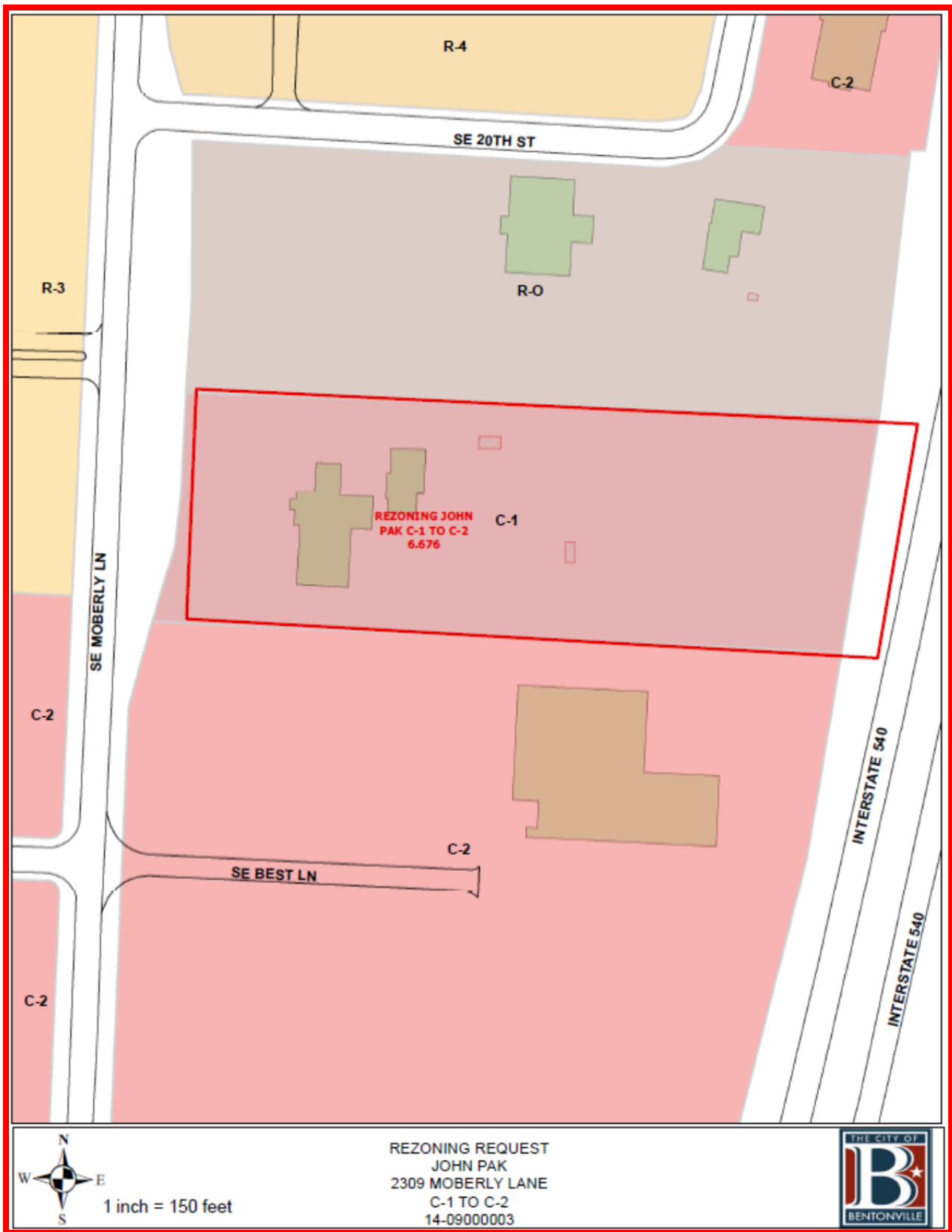
Finding(s) of Staff: Water and sewer are available at this location. Pressure and capacity is adequate for the scope of the project.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Commercial.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends APPROVAL of this rezoning from C-1, Neighborhood Commercial to C-2, General Commercial.



RE-ZONING NARRATIVE
2309 SE MOBERLY LANE

The property is located at 2309 SE Moberly Lane and currently zoned C-1, Neighborhood Commercial. The property is currently owned by John and Mee Pak and has a school constructed on it.

The property is currently under contract to be sold to Collier International, who wishes to have the property re-zoned to C-2, General Commercial. The new owner wishes to do this because it provides greater flexibility for the future re-development of the property.

The proposed zoning is consistent with the development south of this property, which currently consists of three car dealerships - all zoned C-2. The property north of this property is currently zoned R-0, Residential Office, and owned by Ozark Guidance Center. Directly north of Ozark Guidance Center is more property zoned C-2 and other property zoned R-4, which currently has apartments constructed on it. The property is bordered on the east by Interstate 540. The property west of this property is zoned R-4 and also developed as apartments.

The City of Bentonville's Zoning Ordinance defines C-2 zoning as:

The C-2 District represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

The C-2 zoning appears to be appropriate for this property as it is bordered on the east by Interstate 540 and on the west by SE Moberly Lane, a local arterial street. The C-2 zoning also appears to be consistent with surrounding zoning of other properties. The proposed owner may intend to redevelop the property from its current use. If this occurs, the new property owner will be required to bring the property's development plans to the City of Bentonville for approval. The properties use, traffic, signage, appearance, and utility modifications can be taken up at that time, but the property owner anticipates complying with all City of Bentonville requirements for C-2 zoned properties. Since the property is currently developed, it has access to all city utilities.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO C-2, GENERAL COMMERCIAL.

WHEREAS, John Pak, duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to C-2 property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Part of the N ½ of the NE ¼ of Section 4, Township 19 North, Range 30 West, Benton County, Arkansas described as follows:

Lot 1 of Sunshine School Subdivision

Commencing at the NE corner of said NE ¼ of the SW ¼ thence S02°21'31"E 659.92 feet (recorded S02°21'52"W 659.92 feet) along the East line thereof to the SE corner of the aforementioned N ½ of the NE ¼ of the SW ¼, thence N86°46'20"W 333.49 feet (recorded N86°46'41"W 333.49 feet) along the South line therefore to a point on the Westerly right-of-way line of U. S. Highway 71 for the Point of Beginning.

Then N86°46'20"W 919.20 feet (recorded N86°46'41"W 919.00 feet) along said South line of the N ½ of the NE ¼ of the SW ¼, thence N02°25'12"E 306.21 feet (recorded N02°22'41"E 306.20 feet) along the centerline of Moberly Lane, thence S87°12'03"E 958.64 feet (recorded S87°13'01"E 958.57 feet) to a point on the aforementioned Westerly right-of-way of U. S. Highway 71, thence S09°37'06"W 315.31 feet (recorded S09°35'48"W 315.47 feet) along said Westerly right-of-way line to the Point of Beginning, containing 290,787 square feet or 6.68 acres more or less, subject to the right-of-way of Moberly Lane along the West line thereof, Subject to all existing easements, covenants, restrictions or rights-of-way, whether of record or description.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 1st day of April 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to C-2 property;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present classification to C-2 property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lot 8, Block B, Orchard Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: April 1, 2014

GENERAL INFORMATION:

Project Number: 14-07000006

Owner: Danit Alexandra Ross Marquardt

Applicant/Representative: Terry Ging Services

Requested Action: Property Line Adjustment Approval

Location: 508 Southeast 'C' Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant has submitted a request to complete a Property Line Adjustment for property located at 501 North Main Street. The plat as provided indicates the creation of one lot from two existing lots to be known as (Lot 8, 0.38 acres), Block B, Orchard Addition.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Low Density Residential
South	R-1, Single Family Residential	Low Density Residential
East	R-1, Single Family Residential	Low Density Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	Southeast 6 th Street	Collector
East	Southeast 'C' Street	Local
West	-	-

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this site is currently an occupied residence within a single family subdivision.

Drainage Report: A drainage report is not required for this property line adjustment.

Water / Sewer: Per the G.I.S. site, water and sewer are currently available to the site.

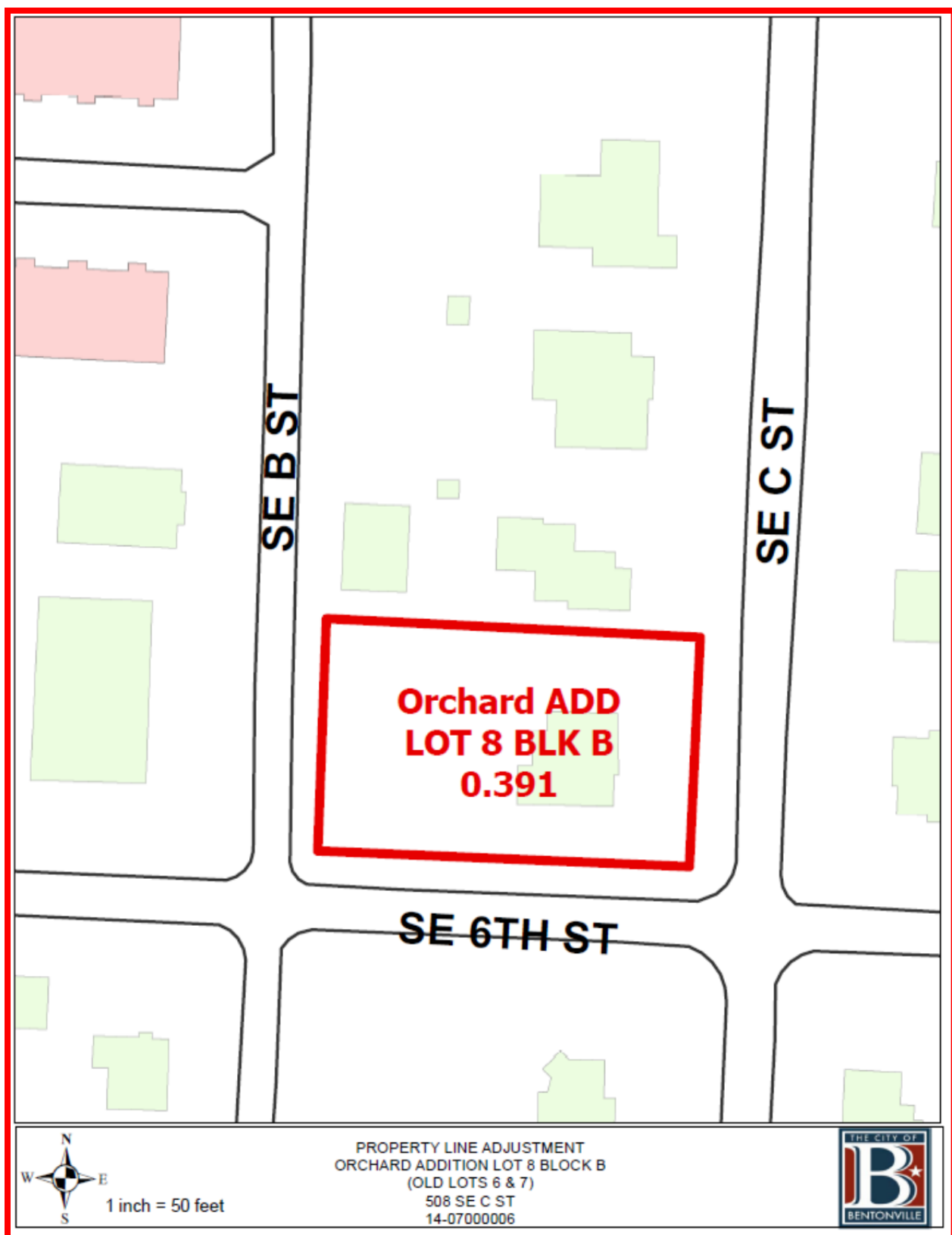
Waiver(s): The applicant has submitted a waiver request.

Design Standards, Streets: Master Street Plan Requirements. Ordinance requires that 70 feet of right-of-way be dedicated for Collector Streets, 35 feet from centerline. Due to Southeast 6th Street being identified as the primary east west corridor of the recently approved Southeast Downtown Area Plan the portion of Southeast 'C' Street from Southeast 6th Street northward will mostly be downgraded to a Local Street classification, therefore the applicant is requesting to not dedicate any additional right-of-way along Southeast 'C' as 60 feet already exist and would exceed the requirements for a Local street.

Analysis / Conclusion: This property line adjustment **MEETS** the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 8, BLOCK B, ORCHARD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 8, Block B, Orchard Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 1st day of April, 2014 and

WHEREAS, said property line adjustment is attached hereto as Exhibit "A" and

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council of the City of Bentonville, and after consideration and deliberation said Council is of the opinion that said property line adjustment should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the property line adjustment of Lot 8, Block B, Orchard Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

ATTEST

APPROVED

CITY CLERK

MAYOR



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
x Change Order	
Informational	
Ordinance	
Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 8, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: (479) 271-3168

ACTION REQUIRED:

Downtown Bentonville Improvement Project is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$1,612.65 less than the currently contracted amount of \$286,970.73

COST TO CITY:

Cost of this Request: (\$1,612.65)

Additional Budget Amount: \$0

☒ One time amount ☐ Continuing O and M

Previously Budgeted	\$ 420,000.00
Funds Expended to Date	283,645.60
Remaining Budget	136,354.40
Budget Adjustment	
Remaining After Adjustment	\$ 136,354.40

BW for BP 3/31/2014
Department Head Date

Purchasing Agent Date

Finance Director 4-3-14
Date

CT 4/3/14
Staff Attorney Date
POM 4/03/14
Mayor Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE • BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



**FINAL PAYMENT APP AND CHANGE ORDER RECONCILIATION
CITY OF BENTONVILLE
BENTONVILLE SIDEWALK IMPROVEMENTS - NW 3rd, SE "A", SE 2nd
BID NO. 13-30**

NTP Issued:	9/30/2013
Final Completion Date:	3/13/2014
Final Completion Deadline:	3/13/2014
Final Acceptance:	3/13/2014

100% Contract Time Used
100% Work Complete

Submitted By: General Construction Solutions, Inc.
1951 Electric Ave.
Springdale, AR 72764

The contractor certifies that (1) title to all Work, materials, and equipment incorporated in the work, or otherwise listed in or covered by this and all previous Pay Estimates will pass to the Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as are covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest or encumbrance), and (2) all Work covered by this Pay Estimate is in accordance with the Contract Documents and is not defective.

Original Contract Amount:	\$ 229,888.00
Approved C.O.:	\$ 57,082.73
Reconciliation Change Order:	\$ (1,612.65)
Final Contract Amount	\$ 285,358.08
Total Work to Date:	\$ 285,358.08
Materials on Hand:	\$ -
Less Materials Used:	\$ -
Subtotal:	\$ -
Less Retainage (0%):	\$ -
Incentive \$200/day	\$ -
Disincentive \$200/day	\$ -
Amount Due:	\$ 285,358.08
Less Previous Payments:	\$ 283,645.60
Due and Payable This Period:	\$ 1,712.48

Final Payment Approved By: City of Bentonville

Signature and Date (Owner)

**FINAL PAYMENT AND CHANGE ORDER RECONCILIATION
CITY OF BENTONVILLE
BENTONVILLE SIDEWALK IMPROVEMENTS - NW 3rd, SE "A", SE 2nd
BID NO. 13-30**

ITEM #	ITEM DESCRIPTION	UNITS	UNIT PRICE	PLAN QTY	FINAL QTY	CHANGE	DIFFERENCE	EARNED TO DATE
1	Remove Concrete Flume	SY	\$ 74.28	7	7	0.00	\$ -	\$ 519.96
2	Remove Concrete Walk	SY	\$ 36.01	131	166	35.00	\$ 1,260.35	\$ 5,977.66
3	Remove Asphalt Paving	SY	\$ 35.10	335	335	0.00	\$ -	\$ 11,758.50
4	Remove Concrete Curb	LF	\$ 9.78	320	211	(109.00)	\$ (1,066.02)	\$ 2,063.58
5	Remove Storm Sewer	LF	\$ 14.99	226	194	(32.00)	\$ (479.68)	\$ 2,908.06
6	Remove Concrete Paving	SY	\$ 79.30	84.5	97.5	13.00	\$ 1,030.90	\$ 7,731.75
7	Regrade Existing Ditch	LF	\$ 3.25	400	480	80.00	\$ 260.00	\$ 1,560.00
8	Imported Fill-Compacted	CY	\$ 19.56	228	228	0.00	\$ -	\$ 4,459.68
9	Remove, Replace Chantlink Fence Corner	EA	\$ 402.68	1	2	1.00	\$ 402.68	\$ 805.36
10	Add 4" Topsoil - Hand Raked Smooth	SY	\$ 12.18	394	394	0.00	\$ -	\$ 4,798.92
11	Fine Grade and Apply Bermuda Sod	SY	\$ 3.32	2270	2069	(201.00)	\$ (667.32)	\$ 6,869.08
12	6" Concrete Paving (Reinforced)(Alley)	SY	\$ 73.38	181	181	0.00	\$ -	\$ 13,281.78
13	Concrete Curb and Gutter	LF	\$ 29.50	164	168	4.00	\$ 118.00	\$ 4,956.00
14	Standing Curb	LF	\$ 30.85	328	328	0.00	\$ -	\$ 10,118.80
15	Roll-Over Curb	LF	\$ 29.87	80	86	6.00	\$ 179.22	\$ 2,568.82
16	Traffic Control	LS	\$ 27,377.04	1	1	0.00	\$ -	\$ 27,377.04
17	Relocate Stop Sign/Bollard (Conc Bases)	LS	\$ 585.00	1	1	0.00	\$ -	\$ 585.00
18	Cross-Walk Striping	LS	\$ 1,235.00	5	2	(3.00)	\$ (3,705.00)	\$ 2,470.00
19	Parking Lot Striping ("A" Street)	LS	\$ 97.50	1	1	0.00	\$ -	\$ 97.50
20	Handicap Ramp Detectable Warning Strip	EA	\$ 260.00	10	11	1.00	\$ 260.00	\$ 2,860.00
21	Vanguard HC Strip (existing ramps)	EA	\$ 260.00	11	7	(4.00)	\$ (1,040.00)	\$ 1,820.00
22	Steel Handrail (Powder Coated)	LF	\$ 59.61	113	96	(17.00)	\$ (1,013.37)	\$ 5,722.56
23	Install Bike Rack (City Provides Rack)	EA	\$ 325.00	1	0	(1.00)	\$ (325.00)	\$ -
24	Sidewalk (standard)	SF	\$ 4.71	4110	3998	(112.00)	\$ (527.52)	\$ 18,830.58
25	Sidewalk (Colored)	SF	\$ 27.92	199	199	0.00	\$ -	\$ 5,556.08
26	Brick Paver Sidewalk	SF	\$ 21.15	950	950	0.00	\$ -	\$ 20,092.50
27	4" Aggregate Sidewalk Base	TON	\$ 32.02	109.29	114.39	5.10	\$ 163.30	\$ 3,662.77
28	12" C-200 PVC Pipe w/ Conc Headwall	LF	\$ 62.44	14	26	12.00	\$ 749.28	\$ 1,623.44
29	18" RCP	LF	\$ 225.47	6	6	0.00	\$ -	\$ 1,352.82
30	30" RCP	LF	\$ 312.82	5	5	0.00	\$ -	\$ 1,564.10
31	3" PVC Condensate Drains	LF	\$ 19.80	74	74	0.00	\$ -	\$ 1,465.20
32	3" 45 deg PVC Bends	EA	\$ 28.76	8	8	0.00	\$ -	\$ 230.08
33	3" PVC Inlet Grate	EA	\$ 139.53	2	2	0.00	\$ -	\$ 279.06
34	3" PVC Removeable discharge	EA	\$ 333.81	1	1	0.00	\$ -	\$ 333.81
35	23" x 14" HECF-RCPA	LF	\$ 167.78	24	24	0.00	\$ -	\$ 4,026.72

36	38" x 24" HECF-RCPA	LF	\$ 127.62	198	198	0.00	\$	-	\$ 25,268.76
37	Modified Curb Inlet 4' Throat	EA	\$ 800.00	1	1	0.00	\$	-	\$ 800.00
38	Area Inlet	EA	\$ 2,301.00	1	1	0.00	\$	-	\$ 2,301.00
39	Standard "J" Box (4' x 4')	EA	\$ 2,899.00	3	3	0.00	\$	-	\$ 8,697.00
40	Standard "J" Box (4' x 4') Over Ex. Pipes	EA	\$ 2,899.00	1	1	0.00	\$	-	\$ 2,899.00
41	Modified "J" Box (6' x 7')	EA	\$ 3,744.00	1	1	0.00	\$	-	\$ 3,744.00
42	Grate and Concrete Inlet (3' x 3')	EA	\$ 2,093.00	1	1	0.00	\$	-	\$ 2,093.00
43	Class 7 Full Depth Stone Backfill	TON	\$ 31.20	1	1	0.00	\$	-	\$ 31.20
44	Poured in Place Retaining Wall	LF	\$ 553.80	58	58	0.00	\$	-	\$ 32,120.40
45	Concrete Slope Protection	SF	\$ 44.68	30	30	0.00	\$	-	\$ 1,340.40
46	Adjust Water Meter Elevations	EA	\$ 481.00	4	7	3.00	\$	1,443.00	\$ 3,367.00
47	2' 45 deg PVC Bend	EA	\$ 2.22	2	2	0.00	\$	-	\$ 4.44
48	2" 90 deg PVC Bend	EA	\$ 2.29	1	1	0.00	\$	-	\$ 2.29
49	Street Light Pole Bases w/2" Conduit	EA	\$ 1,296.10	1	1	0.00	\$	-	\$ 1,296.10
50	Wattles	LF	\$ 6.69	75	20	(55.00)	\$	(367.95)	\$ 133.80
51	EPA/DEQ Compliance	LS	\$ 7,800.00	1	1	0.00	\$	-	\$ 7,800.00
51	Bonds	LS	\$ 6,600.00	1	1.26	0.26	\$	1,712.48	\$ 8,312.48
	Location of existing conduit was not as represented on the plans. 40 linear feet of 2" conduit was needed to serve electricity to the new light pole location on "A" Street								
53		LS	\$ 910.00	1	1	0.00	\$	-	\$ 910.00
54	Dug and poured 22' x 1' x 8" extra footing with steel due to wall bearing moved by Engineer	LS	\$ 300.00	1	1	0.00	\$	-	\$ 300.00
55	Remove and dispose of excessive concrete on base of bollard, 1 CY of concrete	LS	\$ 300.00	1	1	0.00	\$	-	\$ 300.00
56	Remove pole base for flashing "School Zone" light on NW 3rd Street	LS	\$ 300.00	1	1	0.00	\$	-	\$ 300.00
57	1 standard J Box (4x4) is actually 3 Standard J Boxes that are 5x6, 4x5, 5x5. up-charge at 4400 each added to quantity of 3 on pay app	EA	\$ 400.00	3	3	0.00	\$	-	\$ 1,200.00
58	Add color to alley crossing when replaced	LS	\$ 1,010.00	1	1	0.00	\$	-	\$ 1,010.00
59	Add new pole base for school zone sign on NW 3rd Street	LS	\$ 800.00	1	1	0.00	\$	-	\$ 800.00
SUBTOTAL									



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 11, 2014

Submitted by: Mike Churchwell

Department

Transportation

Phone

271-6826

ACTION REQUIRED:

Approval of a resolution expressing the willingness of the City of Bentonville to utilize federal-aid funds for the design, environmental and preliminary utilities for the US71B and 12th Street/Tiger Intersection Improvement Project.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

MC
Department Head 3-24-14
Date

Purchasing Agent
Date

FD
Finance Director 4/3/14
Date

CT
Staff Attorney 4/3/14
Date

BM
Mayor 4/3/14
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





MEMO

Resolution:

Utilization of Federal-aid Funds for US71B & 12th St Intersection Improvements

TO: Bentonville City Council
THRU: Mike Churchwell, Transportation Director
FROM: Shelli Kerr, AICP, Planning Services Manager
CC DATE: April 8, 2014

The 2013 Traffic Study made several recommendations to improve the intersection of N. Walton Boulevard (Hwy 71B) and 12th Street/Tiger Blvd to avoid future negative conditions. The results of the Traffic Study for this intersection are attached.

Also, in February 2013, City Council adopted the North Walton Boulevard Corridor Enhancement Plan. A primary goal of the plan is to “Install crosswalks at areas with a concentration of commercial activities, including at Tiger Boulevard.”

To respond to the findings in the 2013 Traffic Study and assist in reaching the goals of the North Walton Boulevard Corridor Enhancement Plan, the city applied for Surface Transportation Program - Attributable (STP-A) funds, which are federal-aid funds, administered by the Northwest Arkansas Regional Planning Commission (NWARPC).

On March 3, 2014, NWARPC notified Mayor McCaslin that the city was awarded \$112,000 toward design, environmental and preliminary utilities of the project. The project is estimated at \$140,000.

Since the project is federally funded, the city is required to adopt a resolution expressing its willingness to use these funds. The signed resolution will be submitted to the Arkansas Highway and Transportation Department (AHTD) in order to begin project development.



9.0 N Walton Boulevard (Hwy 71B) at Tiger Boulevard/NW 12th Street

9.1 Existing Conditions

N Walton Boulevard at Tiger Boulevard/NW 12th Street is a four-legged signalized intersection. At this location, N Walton Boulevard is a five-lane section with two lanes in each direction and a two-way left turn lane (TWLTL). Tiger Boulevard is a two lane roadway with no turn lanes.

This intersection is part of a corridor in which signal timings are updated annually. The cycle lengths at this intersection are 130 seconds during the AM peak and 150 seconds during the PM peak. The approaches along N Walton Boulevard have permitted/protected left turn phasing while the approaches along Tiger Boulevard/NW 12th Street only have permitted left turn phasing. There is currently no video detection at this intersection. The controller is located on the northwest corner of the intersection, and there is a luminaire located on the power pole adjacent to the traffic signal pole on the southeast corner of the intersection.

There is a pedestrian crossing on the north leg but no pedestrian facilities on the south side. However, as part of the N Walton Development, the city plans to add sidewalks along both sides of N Walton Boulevard. There are pedestrian signal heads and push buttons at the northwest and northeast corners of the intersection.



Figure 4: N Walton Boulevard (Hwy 71B) at Tiger Boulevard/NW 12th Street



9.2 Traffic Data

Turning movement counts and 24-hour tube counts were taken on April 29-30, 2013. **Figure 5** is a graphical representation of the data which shows a significant peak in the morning and a gradual increase in volumes throughout the afternoon with the volumes peaking during the hours of 7:00 – 8:00 AM and 5:00 – 6:00 PM. The total approach volume was 2,396 for the eastbound approach, 3,558 for the westbound approach, 1,282 for the northbound approach, and 9,685 for the southbound approach, resulting in a total approach volume of 16,921 for this intersection.

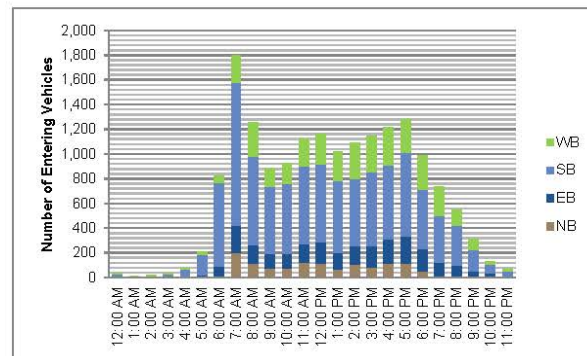


Figure 5: 24-Hour Traffic Volumes – N Walton Blvd at Tiger Blvd/NW 12th St

As shown in **Table 7**, the average growth at this intersection was modest with about 0.85% increase per year. The westbound approach had the highest growth along the corridor.

Table 7: Growth Rates to 2013 Volumes – N Walton Blvd at Tiger Blvd/NW 12th Street

Year	West Approach (Eastbound) Sta. 40227	East Approach (Westbound) Sta. 40228	South Approach (Northbound) Sta. 40207	North Approach (Southbound) Sta. 40208
2013 Projected ADT (Nearest AHTD Station)	2331	5947	23427	17273
2015 Projected ADT (Nearest AHTD Station)	2347	6078	23391	17709
2015 Historical AGR	0.34%	1.10%	-0.08% ¹	1.25%
2035 Projected ADT (Nearest AHTD Station)	2511	7387	23027	22073
2035 Historical AGR	0.34%	0.99%	-0.08% ¹	1.12%
2005 NWARPC ADT	4101	1906	23813	22310
2035 NWARPC ADT (without corridor improvements)	5833	3906	34385	29774
2035 NWARPC AGR (without corridor improvements)	1.18%	2.42%	1.23%	0.97%
Average 2035 AGR (without corridor improvements)	0.76%	1.71%	0.62%	1.05%
2035 NWARPC ADT (with corridor improvements)	5096	3292	31730	28213
2035 NWARPC AGR (with corridor improvements)	0.73%	1.84%	0.96%	0.79%
Average 2035 AGR (with corridor improvements)	0.54%	1.42%	0.48%	0.96%

¹ Used 0.00%



1.0 Introduction

The purpose of the final analysis for the city wide traffic study in Bentonville was to evaluate the fourteen locations identified during the preliminary analysis as the intersections in greatest need of improvement. The following tasks were included in the traffic study to provide planning level cost estimates for each of the study intersections:

- Determine existing conditions
- Collect updated traffic data
- Conduct crash analysis
- Conduct geometric analysis
- Conduct operational analysis
- Develop an opinion of probable costs for recommended improvements

Figure 1 shows the location of the fourteen study intersections. The results of the analyses are detailed in the following sections.

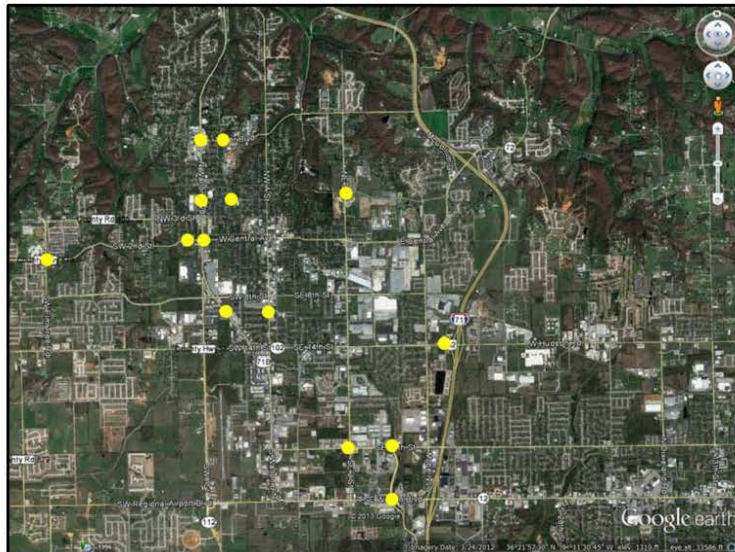


Figure 1: Map of Study Intersection Locations

The following procedures describe the methodology used to analyze each intersection. The results at each intersection are included in **Sections 9.0 – 22.0** of this report.



Turning movement counts were conducted at this intersection from 7:00 – 9:00 AM and 3:00 – 6:00 PM. Based on this data, the peak hours of traffic were shown to be 7:00 – 8:00 AM and 5:00 – 6:00 PM. **Table 8** below summarizes the existing turning movements as well as the projected turning movements.

Table 8: Peak Hour Turning Movement Volumes – N Walton Blvd at Tiger Blvd/NW 12th Street

Time Period	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
2013 AM (Existing)	32	70	112	156	41	37	48	391	231	77	1014	16
2013 PM (Existing)	62	97	76	117	100	74	146	1039	199	95	580	19
2015 AM (No Build/Build)	32	70	113	159	42	38	48	391	231	79	1040	16
2015 PM (No Build/Build)	62	98	77	120	102	76	146	1039	199	97	595	19
2035 AM (No Build)	38	83	133	229	60	54	55	451	267	97	1274	20
2035 PM (No Build)	74	115	90	172	147	109	169	1199	230	119	729	24
2035 AM (Build)	36	79	126	213	56	51	54	437	258	95	1250	20
2035 PM (Build)	70	109	85	160	137	101	163	1161	222	117	715	23

9.3 Crash Analysis

The AHTD crash data as well as police reports from the City of Bentonville indicate only 3 or 4 crashes per year from 2008 through 2012. During the field observations, it was noted that northbound trucks turning right onto Tiger Boulevard utilize the inside lanes on N Walton Boulevard which causes unsafe driving conditions and potential crashes. **Table 9** summarizes the results of the crash analysis. The crash rate of 55.05 at this intersection is less than the national average intersection crash rate of 79.

Table 9: AHTD Crash Summary – N Walton Blvd at Tiger Boulevard/NW 12th Street

Parameter	2008	2009	2010	2011	2012	Total	Units
Crash Frequency	4	4	3	3	3	17	Each
Total Approach Volume (Based on 2013 Raw Data)	16,921						Veh/day
Intersection Crash Rate	55.05						100 MVM

Figure 6 on the following page shows the number of collisions recorded in the City of Bentonville police reports broken down by crash type. This graphic shows that this intersection has no prevailing crash type.



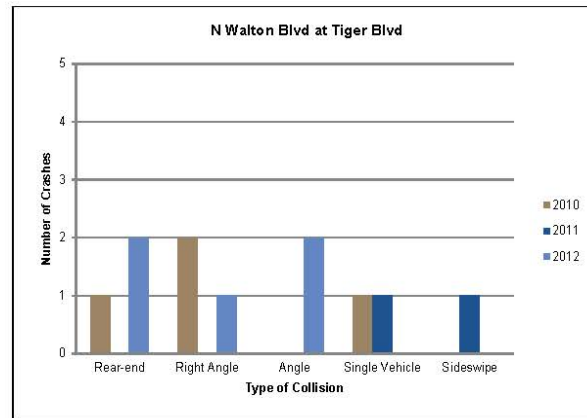


Figure 6: Collision Types at N Walton Blvd and Tiger Blvd

9.4 Operational Analysis

The *Preliminary Analysis* study indicated operational problems on the westbound approach. This was confirmed with the *Synchro/SimTraffic* results shown in **Table 10** and **Table 11**. Since this intersection is part of an existing corridor in which timings are updated every year, the existing cycle lengths were held constant for all operational analyses. For the 2013 conditions, the existing splits were also held constant. For all other analyses, the intersection was optimized.

For 2013 volumes, the *Synchro* analysis shows that the westbound approach experiences LOS D during the AM peak period and LOS E during the PM peak period. Although no intersection improvements were incorporated, with optimization, the 2015 AM and PM Peak periods show LOS D for this movement for both Build and No Build conditions. For 2035 No Build conditions, the intersection operation deteriorates and LOS F is witnessed by the westbound shared left/thru/right movement and the northbound shared thru/right movement. With the addition of left turn lanes and channelized right turns in the eastbound and westbound direction and FYA signals for the northbound and southbound left turn movements, the 2035 Build conditions indicate an acceptable LOS D or above for all movements.

With the *SimTraffic* simulation, some of the side street delay is encroaching to LOS E. This is due to longer cycle and non-actuated main street green, not overcapacity on the side streets.



Table 10: LOS from Synchro Analysis – N Walton Boulevard at Tiger Boulevard/NW 12th Street

Time Period	Stop Control	MOE	EB Movement			WB Movement			NB Movement			SB Movement			Overall
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
2013 AM	Signal	LOS		C			D		B	C		B	B		C
		Delay		31.1			39.8		12.9	29.2		11.5	18.6		24.6
2013 PM	Signal	LOS		D			E		B	C		C	B		C
		Delay		42.0			58.9		12.7	26.5		21.4	19.0		28.9
2015 AM (No Build)	Signal	LOS		C			D		B	A		A	B		B
		Delay		30.1			38.7		12.9	9.8		9.9	19.5		19.4
2015 PM (No Build)	Signal	LOS		D			D		B	D		C	B		C
		Delay		39.4			53.9		13.5	38.8		25.0	19.7		34.2
2015 AM (Build)	Signal	LOS		C			D		B	B		B	B		C
		Delay		30.1			38.7		13.0	15.9		10.5	19.5		21.1
2015 PM (Build)	Signal	LOS		D			D		B	C		C	B		C
		Delay		39.5			53.9		13.2	28.8		22.2	19.7		29.4
2035 AM (No Build)	Signal	LOS		C			D		C	D		B	D		D
		Delay		27.1			52.5		27.6	42.7		19.6	42.3		41.2
2035 PM (No Build)	Signal	LOS		D			F		C	F		E	C		E
		Delay		36.8			87.4		21.8	66.2		58.3	32.2		55.7
2035 AM (Build)	Signal	LOS	C	C		D	C		B	B		A	B		B
		Delay	31.6	30.1		40.6	29.6		12.7	13.5		8.7	18.6		19.3
2035 PM (Build)	Signal	LOS	D	D		D	D		A	C		B	B		C
		Delay	49.0	41.0		53.2	41.9		9.0	20.7		18.8	13.6		22.4

Table 11: LOS from SimTraffic Analysis – N Walton Boulevard at Tiger Boulevard/NW 12th Street

Time Period	Stop Control	MOE	EB Movement			WB Movement			NB Movement			SB Movement			Overall
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
2013 AM	Signal	LOS	D	D	C	D	D	D	B	B	B	C	C	C	C
		Delay	43.2	41.3	28.0	49.4	46.9	37.0	13.1	10.9	11.8	23.6	21.4	20.4	21.9
2013 PM	Signal	LOS	D	D	D	E	E	E	B	C	C	C	C	B	C
		Delay	47.7	51.3	39.0	70.3	60.0	59.6	18.8	23.3	23.4	34.1	22.7	18.4	30.3
2015 AM (No Build)	Signal	LOS	D	D	C	D	D	D	B	B	B	C	C	B	C
		Delay	39.5	42.5	28.4	49.3	50.4	42.0	19.4	16.2	17.5	24.2	23.0	18.6	24.7
2015 PM (No Build)	Signal	LOS	D	D	C	E	D	D	B	B	C	D	C	B	C
		Delay	44.4	50.2	34.4	60.6	48.3	47.9	18.7	20.0	21.3	35.8	22.4	19.9	27.1
2015 AM (Build)	Signal	LOS	C	D	C	D	D	D	B	B	A	C	C	C	C
		Delay	33.6	38.3	22.4	50.3	42.4	35.6	13.8	13.2	8.7	22.4	20.1	21.6	21.4
2015 PM (Build)	Signal	LOS	E	D	C	E	D	D	C	C	C	D	C	B	C
		Delay	56.4	52.8	33.9	56.0	50.4	44.7	21.7	27.2	25.4	43.5	23.7	18.8	30.9
2035 AM (No Build)	Signal	LOS	D	D	C	D	D	D	C	B	B	C	C	C	C
		Delay	37.7	40.5	29.6	48.4	49.6	39.0	21.2	12.8	12.0	28.4	31.2	32.1	28.8
2035 PM (No Build)	Signal	LOS	D	D	C	E	E	E	C	C	C	D	C	C	D
		Delay	43.2	43.5	31.4	63.6	66.6	57.3	26.4	29.8	33.8	54.3	30.9	25.4	36.7
2035 AM (Build)	Signal	LOS	D	D	A	E	C	A	C	B	A	C	C	C	C
		Delay	42.1	43.6	4.9	57.1	34.9	3.2	21.6	11.7	8.0	21.9	24.1	25.9	22.8
2035 PM (Build)	Signal	LOS	E	D	B	E	E	B	B	A	A	C	A	A	B
		Delay	64.0	51.5	12.2	66.2	64.8	12.3	15.1	8.3	6.7	24.2	6.2	5.9	11.4



9.5 Geometric Analysis

Contributing to the operational needs is the lack of a westbound left turn lane. The volumes for this movement were over 150 vehicles per hour (vph) throughout the peak periods which does warrant a dedicated left turn lane. Additionally, this intersection has geometric issues including tight turning radii which hinder the flow of traffic at this location.

Currently, the TWLTL's on N Walton Boulevard become dedicated left turn lanes and are striped for 80' of storage in the northbound direction and 85' of storage in the southbound direction. However, the yellow skip/solid striped area in the TWLTL can be utilized for additional storage during peak periods. When restriping along N Walton Boulevard occurs due to overlays or modifications, a minimum of 100' storage with 100' gap should be striped to correspond with standard practice on state highways in Arkansas.



Figure 7: WB Approach on Tiger Blvd

To test the operation of the intersection with improvements, left turn lanes were added to the eastbound and westbound approach. The results indicate that a 125' left turn lane is needed on the eastbound approach and a 350' left turn lane is needed on the westbound approach. One way to do this would be to provide a TWLTL from N Walton Boulevard to NW H Street. During the off-peak times, this would provide storage for the mid-block turners going to Arby's on the north or the strip shopping center on the south.

Table 12: Left Turn Lane – N Walton Boulevard (Hwy 71B) at Tiger Boulevard/NW 12th Street

Analysis Year	Approach	Existing Left Turn Lane	Left Turn Volume		Left Turn Lane Warranted ?		Synchro 95 th % Queue Length		Recommended Turn Lane Length (ft)
			AM	PM	AM	PM	AM	PM	
2035 (Build)	EB	No	36	70	No	No	52	119	125
	WB	No	213	160	Yes	Yes	342 ¹	296 ¹	350
	NB	TWLTL	54	163	No	Yes	38	98	Maintain TWLTL
	SB	TWLTL	95	117	No	No	616	116	Maintain TWLTL

¹ Based on Synchro results, queues may be longer

Right turn lanes are not warranted at this intersection. However, through an iterative process using Synchro, the addition of channelized right turns on the eastbound and westbound approaches seemed to improve the side street operations. Therefore, the addition of this channelization is also recommended.

Table 13: Right Turn Lane – N Walton Boulevard (Hwy 71B) at Tiger Boulevard/NW 12th Street

Analysis Year	Approach	Existing Right Turn Lane	Right Turn Volume		Right Turn Lane Warranted ?		Synchro 95 th % Queue Length		Recommended Turn Lane Length (ft)
			AM	PM	AM	PM	AM	PM	
2035 (Build)	EB	No	126	85	No	No	n/a	n/a	Channelization
	WB	No	51	101	No	No	n/a	n/a	Channelization
	NB	No	258	222	No	No	n/a	n/a	Not Needed
	SB	No	20	23	No	No	n/a	n/a	Not Needed

The existing and proposed geometric improvements captured from the *Synchro* models are shown below.



Figure 8: N Walton Blvd at Tiger Blvd – Existing Geometry



Figure 9: N Walton Blvd at Tiger Blvd – Short-Term Geometry



9.6 Recommendations

For the year 2015, the intersection of N Walton Boulevard at Tiger Boulevard/NW 12th Street can operate adequately without any improvements. However, by the year 2020, turn lane improvements will be needed on Tiger Boulevard. By 2035, the intersection fails during the PM Peak. Since the improvements at this intersection should be in place prior to improvements at the nearby intersection of Tiger Boulevard at Bella Vista Road, it is recommended that the N Walton Boulevard at Tiger Boulevard/NW 12th Street improvements be incorporated during the short-term so as not to delay the improvements needed at Tiger Boulevard at Bella Vista Road. Several short-term (0-5 years) improvements are recommended at the intersection to counteract the future conditions.

- Provide a 150' left turn lane on the eastbound approach
- Provide a 350' left turn lane on the westbound approach (could be striped for a TWLTL)
- Provide right turns with channelized islands for eastbound and westbound approaches
- Add flashing yellow arrow signal heads for northbound and southbound left turn movements
- Add pedestrian signals on all four corners when the N Walton Development Project is constructed
- Provide better turning radii for northbound and southbound right turns
- Modify/replace to the existing signals to allow for the widening
- Restripe the northbound and southbound TWLTL's to include a minimum of 100' storage with 100' gap when overlays or other improvements occur on N Walton Boulevard

9.7 Opinion of Probable Cost

Using the planning level costs for intersection improvements, the estimated cost for the above improvement is \$475,000 for the intersection plus an additional \$125,000 for the westbound turn lane extension for a total of \$600,000. Note that these costs do not include right-of-way or utility relocations.



FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF BENTONVILLE
TO UTILIZE FEDERAL-AID FUNDS
FOR THE FOLLOWING BENTONVILLE PROJECT:**

US71B and 12th Street/Tiger Intersection Improvements

WHEREAS, the Northwest Arkansas Regional Planning Commission has recently approved Federal-aid Surface Transportation Program Attributable funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	City %
Construction of City Projects	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
City projects programmed but not let to contract	All Phases	-0-	100

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS, THAT:

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2014.

Bob McCaslin
Mayor of Bentonville

ATTEST: _____
(SEAL)



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 8, 2014

Submitted by: Travis Matlock

Department: Electric

Phone: 271-3135

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into a contract with Osmose to provide pole testing to the City of Bentonville Electric Department for an amount not to exceed \$26,600.

COST TO CITY:

Cost of this Request: \$26,600

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

3/21/14

Purchasing Agent

Date

Finance Director

4-3-14

CT

Staff Attorney

4/3/14

Date

Mayor

4/03/14

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: March 31, 2014

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

**RE: Resolution for the Mayor and City Council to
enter into an agreement with Osmose**

The Electric Department recommends entering into a contract with Osmose to provide power pole testing and engineering services to the City of Bentonville, for an amount not to exceed \$26,600. Osmose will test approximately 700 of the City's oldest poles (20-50 yrs old) for structural integrity. If they do find a problem (such as internal voids or decay), Osmose will perform repairs that will add approximately 10 yrs to the life of the poles. The testing will also identify poles that require immediate attention from the Electric Department due to the amount of internal or external decaying that endangers the integrity of the system. This is the second time Bentonville has contracted with Osmose to treat some of the older poles in the system. 2 yrs ago, Osmose treated approximately 2,100 poles, and once this round of treatment is complete Osmose will have serviced over 25% of Bentonville's system, extending the life of many of the oldest poles. This is a 2014 budgeted item.



March 24, 2014

ACCEPTANCE COPY

Mr. Wayman Thurman
Assistant Manager
CITY OF BENTONVILLE
608 Southeast Third Street
Bentonville, AR 72712

RE: POLE INSPECTION AND TREATMENT PRICING PROPOSAL – 2014 (REVISED)

Dear Mr. Thurman:

At the request of our Director-Business Development, Mr. Dave LaPlante, we are submitting the attached unit prices (Schedule 1) for your approval and acceptance. This pertains to the inspection and treatment of approximately 700 distribution poles in 2014. Please note total cost will not exceed \$26,600.00.

If the attached pricing is acceptable, Osmose will perform the work in accordance with the terms and conditions under our General Services Agreement dated January 9, 2012.

An insurance certificate covering Osmose for this work is attached for your convenience.

If you need further assistance or have any questions concerning this proposal, please do not hesitate to contact Dave at (573) 590-0137.

We look forward to working with you on this important project. If these unit prices are acceptable, please sign, date, and return an acceptance copy so that we can schedule crews to begin this project.

Sincerely,



Michael W. Groves, Jr.
Vice President-Contracts

Accepted By:

Attachment

MWG/wd

C: File
1013938

Name: _____
Title: _____
CITY OF BENTONVILLE

Date

Osmose Utilities Services, Inc.
215 Greencastle Road • Tyrone, GA 30290-2944
Phone: 770-632-6700 • Fax: 678-364-0844

Osmose Utilities Services, Inc.

SCHEDULE 1 - 03/24/2014

(Approximately 700 Distribution Poles)

UNIT DESCRIPTION	PRICE
EXTERNAL TREAT	\$ 45.53
EXCAVATED REJECT	\$ 42.35
REJECT WITH EXTERNAL TREAT	\$ 45.53
VISUAL	\$ 8.40
SOUND AND BORE	\$ 10.58
INTERNAL TREAT	\$ 21.18
MITC-FUME® PER TUBE	\$ 8.59
INSTALL POLE STENCIL	\$ 0.27
ONLINE DELIVERY	\$ N/C
INSTALL GUY MARKER-CUST	\$ 8.48
*GROUNDWIRE REPAIR	\$ 19.84
EXCAVATE CABLE	\$ 9.01

*Please note, the groundwire repair item listed on the price schedule will be made from the groundline to a distance as high as Osmose can reasonably reach from the ground.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Niagara Risk Management, Inc 726 Exchange Street Suite 900 Buffalo NY 14210		CONTACT NAME: Christie Geiger PHONE (A/C No. Ext): (716) 819-5500 FAX (A/C No.): (716) 819-5140 E-MAIL ADDRESS: Christie.Geiger@fnrm.com																						
INSURED Osmose Utilities Services Inc 980 Ellicott Street Buffalo NY 14209		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER B</td><td>Nat'l Union Fire Ins Co of PA</td><td>19445</td></tr><tr><td>INSURER C</td><td>Travelers Prop Cas Co of Am</td><td>25674</td></tr><tr><td>INSURER D</td><td>Lloyd's of London</td><td>085202</td></tr><tr><td colspan="2">INSURER E:</td><td></td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Hartford Fire Insurance Company	19682	INSURER B	Nat'l Union Fire Ins Co of PA	19445	INSURER C	Travelers Prop Cas Co of Am	25674	INSURER D	Lloyd's of London	085202	INSURER E:			INSURER F:		
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INSURER C	Travelers Prop Cas Co of Am	25674																						
INSURER D	Lloyd's of London	085202																						
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: 13-14 OUS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 10,000
	☒ XCU included						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 25,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 25,000,000
	DED ☒ RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				☒ WC STATUTORY LIMITS ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			QT6603420P452TIL12	7/1/2013	7/1/2014	Limit 1,400,000
D	Professional Liability			POSM00113/POSM00213	7/1/2013	7/1/2014	per claim/agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Confirmation of Coverage

Certificate Holder is an Additional Insured on a primary and non-contributory basis in regard to the above Liability coverage(s) when required by executed written contract. A Waiver of Subrogation is included when required by executed contract.

CERTIFICATE HOLDER

City of Bentonville
608 Southeast Third Street
Bentonville, AR 72712

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Bonetto/CGEIGE

ACORD 25 (2010/05)

INS025 (201005) 01

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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
OSMOSE FOR POLE TESTING AND ENGINEERING FOR
THE BENTONVILLE ELECTRIC DEPARTMENT.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Osmose to provide pole testing and engineering services for the City of Electric Department in the amount of \$26,600.00, as per the proposal attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 8, 2014

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve a contract with Clinard Construction for the pre-construction phase of Station 6. Total cost of the contract is \$92,500.00. Clinard has been involved with the construction management phase of this project, and this would be the construction phase. This expense is included in the total cost (See attached breakout sheet).

COST TO CITY:

Cost of this Request: \$92,500

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

Mayor

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



Final Budget for Bentonville Fire Station #6

Description	Contractor	Bid Amount	Sales Tax	Ext Cost
CCMI - Phase 1 (Pre-Construction) General Requirements Cost	Clinard Construction	\$ 39,460.76	\$	\$ 39,460.76
CCMI Fee to Date		\$ 30,000.00	\$	\$ 30,000.00
COSTS ALREADY INCURRED AND PAID		\$ (39,460.76)		
Bid Package 1 - Site Preparation (Earthwork & Site Utilities) - Phase 1 & 2	Diamond C	\$ 193,451.08	\$	\$ 193,451.08
COSTS ALREADY PAID through 12/31/2013:		\$ (162,097.00)		
Costs Incurred in 2013 to be Paid to Diamond C in 2014:		\$ (31,354.08)		
Preconstruction General Requirements Cost & Phase 1 Earthwork Costs Incurred & Paid thru 12/31/13:				\$ 262,511.84
Bid Packages to be Approved for 2014:				
Bid Package 0 - CCMI - Phase 2 (Construction Phase)	Clinard Construction	\$ 178,831.45	\$	\$ 178,831.45
Bid Packages 2 & 3 - Landscaping (By Owner)	City of Bentonville	\$ 12,500.00	\$	\$ 12,500.00
Bid Package 4 - Concrete	Oelke Construction	\$ 260,550.00	\$	\$ 260,550.00
Bid Package 5 - Termitite Pre-treatment (By Owner)	Serico	\$ 830.20	\$	\$ 830.20
Bid Package 6 - Masonry	C & N Masonry	\$ 138,000.00	\$	\$ 138,000.00
Bid Package 7 - Structural Steel & Pre-Engineered Building	Alliance Steel	\$ 160,770.00	\$ 15,273.15	\$ 176,043.15
Bid Package 8 - Steel & Building & Erection	Browers & Associates	\$ 81,800.00	\$	\$ 81,800.00
Bid Package 9 - Miscellaneous Steel	JMS Welding	\$ 19,698.00	\$	\$ 19,698.00
Bid Package 10 - Vinyl Back & Simple Saver Insulation	PBI Insulation	\$ 18,921.60	\$ 1,797.55	\$ 20,719.15
Bid Package 11 - Waterproofing & Joint Sealant	Cum & Marshall	\$ 12,733.00	\$	\$ 12,733.00
Bid Package 12 - Metal Stud Framing & Gypsum Drywall	Built Well Construction	\$ 63,708.00	\$	\$ 63,708.00

Agenda
Item #5



Clinard Contract-
CONSTRUCTION

Agenda
Item #7

~~BID AWARD~~
CONTRACTS

✱ Bid Package 13 - Finish Drywall & Painting	Chuck's Painting	\$ 26,895.00	\$ 26,895.00
✱ Bid Package 14 - Millwork & Countertops	Estes Wood Designs	\$ 41,513.00	\$ 41,513.00
✱ Bid Package 15 - General Construction (Materials Only)	Felix Thompson	\$ 24,235.00	\$ 2,302.33
✱ Bid Package 16 - General Construction (Installation)	Clinard Construction	\$ 8,550.00	\$ 8,550.00
✱ Bid Package 17 - Overhead Doors & Operators	Royal Overhead Door	\$ 46,045.00	\$ 46,045.00
✱ Bid Package 18 - Windows & Glazing	Arkansas Glass	\$ 15,265.00	\$ 15,265.00
✱ Bid Package 19 - Special Concrete Floor Finish	Concrete Solutions	\$ 19,950.00	\$ 19,950.00
✱ Bid Package 20 - Floor Finishes	Miller Flooring	\$ 9,433.00	\$ 9,433.00
✱ Bid Package 21 - Fire Protection	Dunk Fire & Security	\$ 52,936.00	\$ 52,936.00
✱ Bid Package 22 - Plumbing	Midland Plumbing	\$ 93,800.00	\$ 93,800.00
✱ Bid Package 23 - Mechanical	Morrow Heating & Air	\$ 56,000.00	\$ 56,000.00
✱ Bid Package 24 - Electrical & Fire Alarm	Dyer Electric	\$ 160,700.00	\$ 160,700.00
Request for Approval - Bid Packages 1 through 24 including CCMI Costs & Fee			1,523,037.28
Total 'Construction' Budget:			1,785,949.12

Agenda
Item
#7
cont'd

Additional Owner Provided Items - Bentonville Fire Department Budget

Exhaust Extraction Equipment	69,400.00
Window Shades	3,500.00
Bunker Gear Lockers, Wall Mounted & Roll-around	5,000.00
Voice & Data Cabling, Fiber Optics	24,500.00
Directional Boring	11,500.00
Access Control Systems	17,500.00
Alerting System	8,500.00
Total Owner Provided Equipment:	139,900.00
Total Construction & Owner Provided Equipment Budget:	1,925,849.12
Cost to 'Complete Construction plus Owner Provided Items' less Cost Incurred in 2013:	1,662,937.28

AIA® Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Ninth day of April in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

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

City of Bentonville
117 W. Central
Bentonville, Arkansas 72712
Telephone Number: (479) 271-3115
Fax Number: (479) 271-5913

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

Clinard Construction Management, Inc.
615 N. Walton Blvd., Ste. D
Bentonville, Arkansas 72712
Telephone Number: (479) 271-6212
Fax Number: (479) 271-2490

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

Bentonville Fire Station #6
3312 Southwest I Street near Highway 12 Bentonville, AR 72712

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

To be determined

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

init.

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User Notes:

(1835362412)

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Construction Manager, Architect, Engineers, Consultants and Owner to collaborate in the design and construction details of the building and site with the goal of meeting the budgetary and facility design standards set forth during the Design Phase.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Fire Station #6 will be designed similar in size and function to Fire Station #5 and will include a three bay apparatus room with vehicle exhaust extraction system, enclosed and heated wash bay, individual bunkrooms, day room, stainless steel kitchen with a separate dining room and will be fully fire sprinklered.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Total Construction Budget including Owner Provided Items per the attached "Final Budget for Fire Station #6

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Design Phase to commence by February 1, 2013 and be completed by December 31, 2013.

Init.

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User Notes:

(1835362412)

2

.2 Commencement of construction:

On or before May 1, 2014.

.3 Substantial Completion date or milestone dates:

December 31, 2014.

.4 Other:

Delays in commencement not the fault of the Construction Manager shall change the Substantial Completion date by the number of days of said delay. Penalty or bonus provisions, if any, shall be adjusted accordingly. Delays in the construction due to Changes in the Scope of Work may result in the adjustment of the Substantial Completion date. Penalty or bonus provisions, if any, shall be adjusted accordingly.

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Competitive Bid Packages for multiple Prime Contracts Any work not included in the multiple Prime Contracts shall be completed by the Construction Manager or by Change Order to the multiple Prime Contracts.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Per bid documents

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Kathy Bertschy
117 W. Central
Bentonville, Arkansas 72712
Telephone Number: (479) 271-3115
Fax Number: (479) 271-5913

Email Address: kbertschy@bentonvillear.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

To be determined

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(to be determined through standard Professional Services acquisition procedure required by City of Bentonville.)

.1 Land Surveyor:

Init.

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User Notes: (1835362412)

3

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Other:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Mark Clinard
615 N. Walton Blvd., Suite D
Bentonville, Arkansas 72712
Telephone Number: (479) 271-6212
Fax Number: (479) 271-2490
Mobile Number: (479) 531-1209
Email Address: mclinard@clinardconstruction.com

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Full time field supervision will be provided by Construction Manager

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:
(List name, legal status, address and other information.)

.2 Other consultants:

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§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

§ 1.1.15 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than one million dollars (\$ 1,000,000.) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than five hundred thousand dollars (\$ 500,000.).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than N/A (\$) per claim and in the aggregate.

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§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

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

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

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§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The

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Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

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

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

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§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

1. Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
2. Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the

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provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and

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.11 Any other items the Owner may require:

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

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§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	Not Provided	
§ 4.1.2 Architectural interior design (B252™-2007)	Architect	
§ 4.1.3 Tenant-related services	Not Provided	
§ 4.1.4 Commissioning (B211™-2007)	Not Provided	
§ 4.1.5 LEED® certification (B214™-2007)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

Architect to provide interior design services as part of the services requested and included the Agreement between Owner and Architect.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- 2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- 3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- 4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- 5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- 6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;

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- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

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

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

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the

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Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☒ Other: *Mediation*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

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§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

| \$30,000 payable \$5,000 monthly until the Design Phase is completed plus General Requirements and Reimbursables..

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§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

\$92,500 payable pro rata according commensurate with per cent completion of the project plus General Requirements and Reimbursables.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

10% of the Cost of the Work associated with Additional Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

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

10% of the Cost of Work required for any Additional Services other than those stated in Section 4.1

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus ten percent (10 %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

to be determined at the time of any additional services and the personnel required to complete those additional services

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus seven percent (7 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2

N/A

.3

N/A

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

Bob McCaslin, Mayor
(Printed name and title)

J. Mark Clinard, President
(Printed name and title)

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Additions and Deletions Report for AIA® Document C132™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the Ninth day of April in the year Two Thousand Fourteen

...

City of Bentonville
117 W. Central
Bentonville, Arkansas 72712
Telephone Number: (479) 271-3115
Fax Number: (479) 271-5913

...

Clinard Construction Management, Inc.
615 N. Walton Blvd., Ste. D
Bentonville, Arkansas 72712
Telephone Number: (479) 271-6212
Fax Number: (479) 271-2490

...

Bentonville Fire Station #6
3312 Southwest I Street near Highway 12 Bentonville, AR 72712

...

To be determined

PAGE 2

Construction Manager, Architect, Engineers, Consultants and Owner to collaborate in the design and construction details of the building and site with the goal of meeting the budgetary and facility design standards set forth during the Design Phase.

...

Fire Station #6 will be designed similar in size and function to Fire Station #5 and will include a three bay apparatus room with vehicle exhaust extraction system, enclosed and heated wash bay, individual bunkrooms, day room, stainless steel kitchen with a separate dining room and will be fully fire sprinklered.

...

Total Construction Budget including Owner Provided Items per the attached "Final Budget for Fire Station #6

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User Notes:

(1835362412)

...

Design Phase to commence by February 1, 2013 and be completed by December 31, 2013.

PAGE 3

On or before May 1, 2014.

...

December 31, 2014.

...

Delays in commencement not the fault of the Construction Manager shall change the Substantial Completion date by the number of days of said delay. Penalty or bonus provisions, if any, shall be adjusted accordingly. Delays in the construction due to Changes in the Scope of Work may result in the adjustment of the Substantial Completion date. Penalty or bonus provisions, if any, shall be adjusted accordingly.

...

Competitive Bid Packages for multiple Prime Contracts. Any work not included in the multiple Prime Contracts shall be completed by the Construction Manager or by Change Order to the multiple Prime Contracts.

...

Per bid documents

...

Kathy Bertschy
117 W. Central
Bentonville, Arkansas 72712
Telephone Number: (479) 271-3115
Fax Number: (479) 271-5913

...

Email Address: kbertschy@bentonvillear.com

...

To be determined

...

(List name, legal status, address and other information.) (to be determined through standard Professional Services acquisition procedure required by City of Bentonville.)

PAGE 4

Mark Clinard
615 N. Walton Blvd., Suite D
Bentonville, Arkansas 72712
Telephone Number: (479) 271-6212

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User Notes:

(1835362412)

2

Fax Number: (479) 271-2490
Mobile Number: (479) 531-1209
Email Address: mclinar@clinarconstruction.com

Full time field supervision will be provided by Construction Manager

PAGE 5

§ 2.6.1 Comprehensive General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than five hundred thousand dollars (\$ 500,000).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than N/A (\$) per claim and in the aggregate.

PAGE 12

§ 4.1.1 Measured drawings	Not Provided	
§ 4.1.2 Architectural interior design (B252™-2007)	Architect	
§ 4.1.3 Tenant-related services	Not Provided	
§ 4.1.4 Commissioning (B211™-2007)	Not Provided	
§ 4.1.5 LEED® certification (B214™-2007)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Owner	

Architect to provide interior design services as part of the services requested and included the Agreement between Owner and Architect.

PAGE 13

§ 4.3.3 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

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[X] Other: ~~(Specify)~~ Mediation

PAGE 18

\$30,000 payable \$5,000 monthly until the Design Phase is completed plus General Requirements and Reimbursables..

PAGE 19

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User Notes:

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\$92,500 payable pro rata according commensurate with per cent completion of the project plus General Requirements and Reimbursables.

10% of the Cost of the Work associated with Additional Services

10% of the Cost of Work required for any Additional Services other than those stated in Section 4.1

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus ten percent (10 %), or as otherwise stated below:

to be determined at the time of any additional services and the personnel required to complete those additional services

PAGE 20

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus seven percent (7 %) of the expenses incurred.

§ 11.7.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

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

N/A

PAGE 21

Bob McCaslin, Mayor

J. Mark Clinard, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, J. Mark Clinard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:25:25 on 03/31/2014 under Order No. 8049625356_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

(1835362412)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
CLINARD CONSTRUCTION FOR CONSTRUCTION
MANAGEMENT SERVICES FOR THE PRE-
CONSTRUCTION PHASE OF FIRE STATION #6.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Clinard Construction for Construction Management services related to the pre-construction phase of Fire Station #6, as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this ____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 8, 2014

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends a budget adjustment in the amount of \$170,000.00 to complete the construction of Station 6. Total cost of the construction is \$1,925,900.00. SEE BUDGET ADJUSTMENT

COST TO CITY:

Cost of this Request: \$1,662,937

Additional Budget Amount \$170,000

☒ One time amount

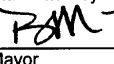
☐ Continuing O and M

Previously Budgeted	\$ 1,951,434
Funds Expended to Date	458,497
Remaining Budget	1,492,937
Budget Adjustment	170,000
Remaining After Adjustment	\$ 1,662,937


Department Head Date 4/1/14


Staff Attorney Date 4/3/14

Purchasing Agent Date


Mayor Date 4/10/14


Finance Director Date 4/3/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Fire

Date of Request: April 8, 2014

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
				\$ -
010-2020-422.72-10	Capital Building		\$170,000.00	\$ (170,000.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 170,000.00	\$ (170,000.00)

Justification:

The bids on Station 6 came in higher than expected, good economy and large volume of construction projects in the area may have been the cause of the high bids. This budget adjustment will allow for the construction of Station 6.

FOR ACTING USE ONLY

Council Action: **Approved** **Disapproved** **Other** _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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PLEASE RECYCLE





CHECK ALL THAT APPLY			
X	Bid Award	Bid #	14-14
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 8, 2014

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve all bid awards for the construction of Station 6. Total cost of bids is \$1,344,206.00. (SEE ATTACHED BREAKOUT SHEETS)

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

BCB

Department Head

4.1.14

Date

KB

Purchasing Agent

4/1/14

Date

DL

Finance Director

4/3/14

Date

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

CT

Staff Attorney

4/3/14

Date

BSM

Mayor

4/3/14

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
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PLEASE RECYCLE



Final Budget for Bentonville Fire Station #6

Description	Contractor	Bid Amount	Sales Tax	Ext Cost
CCMI - Phase 1 (Pre-Construction) General Requirements Cost	Clinard Construction	\$ 39,460.76	\$	\$ 39,460.76
CCMI Fee to Date		\$ 30,000.00	\$	\$ 30,000.00
COSTS ALREADY INCURRED AND PAID		\$ (39,460.76)		
Bid Package 1 - Site Preparation (Earthwork & Site Utilities) - Phase 1 & 2	Diamond C	\$ 193,451.08	\$	\$ 193,451.08
COSTS ALREADY PAID through 12/31/2013:		\$ (162,097.00)		
Costs Incurred in 2013 to be Paid to Diamond C in 2014:		\$ (31,354.08)		
Preconstruction General Requirements Cost & Phase 1 Earthwork Costs Incurred & Paid thru 12/31/13:				\$ 262,511.84
Bid Packages to be Approved for 2014:				
Bid Package 0 - CCMI - Phase 2 (Construction Phase)	Clinard Construction	\$ 178,831.45	\$	\$ 178,831.45
Bid Packages 2 & 3 - Landscaping (By Owner)	City of Bentonville	\$ 12,500.00	\$	\$ 12,500.00
Bid Package 4 - Concrete	Oelke Construction	\$ 260,550.00	\$	\$ 260,550.00
Bid Package 5 - Termitite Pre-treatment (By Owner)	Serico	\$ 830.20	\$	\$ 830.20
Bid Package 6 - Masonry	C & N Masonry	\$ 138,000.00	\$	\$ 138,000.00
Bid Package 7 - Structural Steel & Pre-Engineered Building	Alliance Steel	\$ 160,770.00	\$ 15,273.15	\$ 176,043.15
Bid Package 8 - Steel & Building & Erection	Browers & Associates	\$ 81,800.00	\$	\$ 81,800.00
Bid Package 9 - Miscellaneous Steel	JMS Welding	\$ 19,698.00	\$	\$ 19,698.00
Bid Package 10 - Vinyl Back & Simple Saver Insulation	PBI Insulation	\$ 18,921.60	\$ 1,797.55	\$ 20,719.15
Bid Package 11 - Waterproofing & Joint Sealant	Cum & Marshall	\$ 12,733.00	\$	\$ 12,733.00
Bid Package 12 - Metal Stud Framing & Gypsum Drywall	Built Well Construction	\$ 63,708.00	\$	\$ 63,708.00

Agenda
Item #5



Clinard Contract-
CONSTRUCTION

Agenda
Item #7

~~BID AWARD~~
CONTRACTS

✱ Bid Package 13 - Finish Drywall & Painting	Chuck's Painting	\$ 26,895.00	\$ 26,895.00
✱ Bid Package 14 - Millwork & Countertops	Estes Wood Designs	\$ 41,513.00	\$ 41,513.00
✱ Bid Package 15 - General Construction (Materials Only)	Felix Thompson	\$ 24,235.00	\$ 2,302.33
✱ Bid Package 16 - General Construction (Installation)	Clinard Construction	\$ 8,550.00	\$ 8,550.00
✱ Bid Package 17 - Overhead Doors & Operators	Royal Overhead Door	\$ 46,045.00	\$ 46,045.00
✱ Bid Package 18 - Windows & Glazing	Arkansas Glass	\$ 15,265.00	\$ 15,265.00
✱ Bid Package 19 - Special Concrete Floor Finish	Concrete Solutions	\$ 19,950.00	\$ 19,950.00
✱ Bid Package 20 - Floor Finishes	Miller Flooring	\$ 9,433.00	\$ 9,433.00
✱ Bid Package 21 - Fire Protection	Dunk Fire & Security	\$ 52,936.00	\$ 52,936.00
✱ Bid Package 22 - Plumbing	Midland Plumbing	\$ 93,800.00	\$ 93,800.00
✱ Bid Package 23 - Mechanical	Morrow Heating & Air	\$ 56,000.00	\$ 56,000.00
✱ Bid Package 24 - Electrical & Fire Alarm	Dyer Electric	\$ 160,700.00	\$ 160,700.00
Request for Approval - Bid Packages 1 through 24 including CCMI Costs & Fee			1,523,037.28
Total 'Construction' Budget:			1,785,949.12

Agenda
Item
#7
cont'd

Additional Owner Provided Items - Bentonville Fire Department Budget

Exhaust Extraction Equipment	69,400.00
Window Shades	3,500.00
Bunker Gear Lockers, Wall Mounted & Roll-around	5,000.00
Voice & Data Cabling, Fiber Optics	24,500.00
Directional Boring	11,500.00
Access Control Systems	17,500.00
Alerting System	8,500.00
Total Owner Provided Equipment:	139,900.00

Total Construction & Owner Provided Equipment Budget:

1,925,849.12

Cost to 'Complete Construction plus Owner Provided Items' less Cost Incurred in 2013:

1,662,937.28



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	14-21
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF: April 8, 2014

Submitted by: Brent Boydston Department Fire
Phone 271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council award bid to EVS Emergency Vehicle Spec. for five Scott 75, 4500 PSI airpaks. This is an increase to our current inventory of airpaks due to the purchase of a new fire engine for Station 6. Total cost for this project is \$21,779.77 including tax.

COST TO CITY:

Cost of this Request:	\$21,780
Additional Budget Amount	

Previously Budgeted	\$	50,000
Funds Expended to Date		
Remaining Budget		50,000
Budget Adjustment		-
Remaining After Adjustment	\$	50,000

☒ One time amount ☐ Continuing O and M

BCB
Department Head 3.31.14
Date
KB
Purchasing Agent 3/31/14
Date
ra
Finance Director 4/3/14
Date

OT
Staff Attorney 4/3/14
Date
BM
Mayor 4/03/14
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 4/1/2014
Re: Bid award #14-21

The City of Bentonville Fire Department budgeted to purchase five (5) Scott Air Packs for the new Fire Engine at Station #6.

Formal bid submittals were received from the following Fire Equipment Dealers on 3/27/2014

EVS Mid-South-G&W Diesel Conway, AR	\$3,978.04 Ea	\$19,890.20 Extended
Metropolitan Fire Little Rock, AR	\$6,550.00 Ea	\$32,750.00 Extended
Northern Safety Tulsa, OK	\$4,288.59 Ea	\$21,442.95 Extended

The Purchasing Office Recommends award of Bid to EVS Mid-South-G&W Diesel of Conway Arkansas.

Total award including tax is \$21,779.77 for a total of 5 units.



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
X	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 8, 2014

Submitted by: Denise Land

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Pass resolution to extend agreement with BKD for the annual audit of the City's financials for a 5 year period (2013-2017).

COST TO CITY:

Cost of this Request: \$79,000

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	80,000
Funds Expended to Date		-
Remaining Budget		80,000
Budget Adjustment		-
Remaining After Adjustment	\$	80,000

DL 4-3-14
Department Head Date

DL 4-13-14
Purchasing Agent Date

DL 4-13-14
Finance Director Date

CT 4/3/14
Staff Attorney Date

ROM 4/10/14
Mayor Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



From: Richards, Andy [<mailto:arichards@bkd.com>]
Sent: Monday, March 31, 2014 11:35 AM
To: Jake Harper
Cc: Burns, Cynthia
Subject: BKD Audit - 5 year

Jake,

Below is our commitment for the next five years.

Our engagement fee for the audit of the City of Bentonville's 2013 financial statements is \$79,000. Our audit fees for the fiscal years 2014 through 2017 will not increase more than 5% each year, except for other matters which would require additional consideration as noted below. Our fees are based upon the understanding that your personnel will draft the financial statements, related footnotes and other required disclosures for our review.

Our timely completion of the audit depends on your timely and accurate schedule and analyses preparation and on the availability of your personnel to provide other assistance. If there are inaccuracies or delays in preparing this material, or if we experience other assistance difficulties that add a significant amount of time to our work, our fees will increase. If these circumstances occur, we will promptly notify you to discuss alternative solutions and the impact on our fees. Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. We will consult with you in the event any other regulations or standards are issued that may impact our fees.

Andrew M. Richards, CPA
Partner | BKD, LLP
400 W. Capitol Avenue, Suite 2500
Little Rock, AR 72201
501.372.1040
Fax: 501.372.1250 Fax
www.bkd.com



Celebrating 90 years
of UNMATCHED CLIENT SERVICE

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH BKD
FOR AUDITING SERVICES FOR THE CITY OF
BENTONVILLE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with BKD for auditing services for the City of Bentonville, Arkansas as set forth in the commitment attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK