

City of Fayetteville Staff Review Form

2017-0704

Legistar File ID

12/19/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Summer Fallen

12/1/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval of a Resolution: 1) authorizing the application of Arkansas Department of Aeronautics (ADA) grant funds; and 2) authorize Mayor Jordan to execute Task Order No. 10 in the amount of \$19,000.00 with Garver, LLC for bid package development, bidding services, and construction phase services for an airfield pavement marking rehabilitation project at Fayetteville – Drake Field contingent on approval of the grant application.

Budget Impact:

5550.760.3960-5314.00	Airport
Account Number	Fund
15029	Airport Engineering Consultant Services
Project Number	Project Title
Budgeted Item? <u>NA</u>	Current Budget \$ 102,157.00
	Funds Obligated \$ 56,657.09
	Current Balance \$ 45,499.91
Does item have a cost? <u>Yes</u>	Item Cost \$ 19,000.00
Budget Adjustment Attached? <u>No</u>	Budget Adjustment
	Remaining Budget \$ 26,499.91

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



MEETING OF DECEMBER 19, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Summer Fallen, Airport Services Manager

DATE: December 1, 2017

SUBJECT: Airfield Pavement Marking Rehab- Task Order 10

Recommendation

Staff requests approval of a Resolution: 1) authorizing the application for Arkansas Department of Aeronautics (ADA) grant funds; and 2) authorize Mayor Jordan to execute Task Order No. 10 in the amount of \$19,000.00 with Garver, LLC for bid package development, bidding services, and construction phase services for an airfield pavement marking rehabilitation project at Fayetteville – Drake Field contingent on approval of the grant application.

Background

Fayetteville – Drake Field is one of two commercial service airports in Northwest Arkansas. As part of the Part 139 certification, the FAA requires that commercial services airports have an annual inspection to ensure that the safety requirements associated with the certification are being maintained. During the Airport's 2017 annual Part 139 Airport Certification Inspection in November, the FAA inspector noted that the condition of a portion of the markings have faded to a point where they were not in compliance with FAA standards. This includes black outlines for the runway markings, which are only required when asphalt pavements have faded over time.

Discussion

Approval of Task Order 10 will authorize Garver to proceed with bid package development and bidding services. Upon receipt of bids, the Aviation Division will prepare a 90-10 ADA grant application that will be submitted for signature of the Mayor. Upon notification of the grant award, the Aviation Division will seek approval to accept bids and execute a construction contract. Construction will not take place until acceptance of the grant has been authorized. A complete breakdown of the expected project funding is included below. All costs associated with this task order are included in the total project cost.

ADA (Estimated): \$117,000.00

City (Estimated): \$13,000.00

TOTAL (Estimated):\$130,000.00

A revised project budget will be provided following the bidding process.

Budget Impacts

The Aviation Division may expend up to \$26,000.00 of its fund balance reserve, \$13,000.00 in order to match 10% of the project total cost, plus a 10% project contingency of the approved project budget, or \$13,000.00.

Attachments

Staff Review Form, Garver Task Order 10

APPENDIX A-10

**TASK ORDER 10
FAYETTEVILLE – DRAKE FIELD (FYV)
AIRFIELD PAVEMENT MARKING REHABILITATION**

This TASK ORDER is made as of _____, 2017 by and between the CITY OF FAYETTEVILLE of Fayetteville, Arkansas hereinafter referred to as “CITY OF FAYETTEVILLE,” and GARVER, LLC, hereinafter referred to as “GARVER”, in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on April 21, 2015.

Under this Work Order, the CITY OF FAYETTEVILLE intends to make the following improvements for the FYV Airfield Marking Rehabilitation project.

Remove existing pavement markings, repaint the existing airfield pavement markings, and install new black outline for existing runway pavement markings as required by a recent Part 139 inspection.

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

GARVER will provide services as detailed in Exhibit A-10.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum and hourly rate basis. The CITY OF FAYETTEVILLE represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Bid Package Development	\$6,500	Lump Sum
Bidding Services	\$4,500	Lump Sum
Construction Phase Services	\$8,000	Hourly
TOTAL FEE	\$19,000	

Bid Package Development and Bidding Services:

The lump sum amount to be paid under this agreement is \$11,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Exhibit B-10 with approximate current hourly rates for each employee classification.

Construction Phase Services:

The CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the unburdened hourly payroll rate of each of GARVER's personnel during the performance of these services multiplied by a 3.20 markup plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be \$8,000. The actual total fee may not exceed this estimate without approval from the CITY OF FAYETTEVILLE. For informational purposes, a breakdown of GARVER's estimated costs is included in Exhibit B-10 with approximate current hourly rates for each employee classification. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2018.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-10 for each classification of GARVER's personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Exhibit B-10 will be increased annually with the first increase effective on or about July 1, 2018.

SECTION 3 –EXHIBITS

- 3.1 The following Exhibits are attached to and made a part of this Agreement:
- 3.1.1 Exhibit A-10 Scope of Services
 - 3.1.2 Exhibit B-10 Rate Schedule & Fee Tables

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Task Order, including attachments listed in SECTION 3 –EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By : _____
Mayor, Lioneld Jordan

By:  _____
Digitally signed by
Michael J. Griffin
Date: 2017.11.28
16:52:26-06'00'

ATTEST:

By: _____
City Clerk

Title: Senior Vice President

**EXHIBIT A-10 – SCOPE OF SERVICES
FAYETTEVILLE – DRAKE FIELD (FYV)
AIRFIELD PAVEMENT MARKING REHABILITATION**

2.1 General

Generally, the scope of services includes bid package development, bidding services, and construction phase services for improvements to Fayetteville-Drake Field Airport. Improvements will consist primarily of pavement marking removal, remarking airfield pavement markings, and installation of black outline on runway pavement markings.

2.2 Bid Package Development

2.2.1 Construction Safety Plans

GARVER will develop construction safety plans for the CITY OF FAYETTEVILLE's review prior to inclusion in the bid package. Construction safety plans will also be coordinated with the Air Traffic Controllers. Construction phasing will be designed to limit the construction impact on aircraft operations. Construction safety plans will include a nighttime runway closure alternative.

2.2.2 Airspace Analysis

GARVER will prepare and submit the project to the FAA for airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE-AAA) website and coordinate this with FAA representatives.

2.2.3 Final Plans and Specifications

GARVER will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to GARVER by the CITY OF FAYETTEVILLE and the FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. The bid documents will include two separate bid schedules to allow bids for multiple types of reflective media. These designs shall be in accordance with sound engineering principles. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards.

GARVER will furnish plans and specifications to the CITY OF FAYETTEVILLE for bidding and coordination purposes.

2.3 Bidding Services

GARVER will assist the CITY OF FAYETTEVILLE in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a Pre-Bid Meeting, and receive and process deposits for Bidding Documents. The CITY OF FAYETTEVILLE will pay advertising costs outside of this contract. GARVER will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. GARVER will consult with and advise the CITY OF FAYETTEVILLE as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. GARVER will consult with the CITY OF FAYETTEVILLE concerning and to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. GARVER will attend the bid opening, prepare bid tabulation sheets, and assist the CITY OF FAYETTEVILLE in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. GARVER will assist the CITY OF FAYETTEVILLE in the execution of all contract documents and furnish a sufficient number of executed documents for the CITY OF FAYETTEVILLE and Contractor.

2.4 Construction Phase Services

During the construction phase of work, GARVER will accomplish the following:

1. Support the CITY OF FAYETTEVILLE's improvement plan by accomplishing preliminary planning, and/or engineering work as directed by the CITY OF FAYETTEVILLE. The work shall include the preparation of opinions of costs, preliminary plans, applications for local, state, and federal funds, and services required to support the CITY OF FAYETTEVILLE's applications for funds.
2. Issue a Notice to Proceed letter to the Contractor and attend the preconstruction meeting.
3. Attend progress/coordination meetings with the CITY OF FAYETTEVILLE /Contractor.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by GARVER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, GARVER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
5. Consult with and advise the CITY OF FAYETTEVILLE during the construction period. GARVER will submit, when requested by the CITY OF FAYETTEVILLE, written reports to the CITY OF FAYETTEVILLE on the progress of the construction including any problem areas that have developed or are anticipated to develop.

6. Issue instructions to the Contractor on behalf of the CITY OF FAYETTEVILLE and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
7. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the CITY OF FAYETTEVILLE regarding payment. GARVER's recommendation for payment shall not be a representation that GARVER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
8. Provide part-time resident construction observation services for the 7-calendar-day construction contract performance time. The proposed fee is based on approximately 7 hours per day during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the CITY OF FAYETTEVILLE wishes to increase the time or frequency of the observation, the CITY OF FAYETTEVILLE will pay GARVER an additional fee agreed to by the CITY OF FAYETTEVILLE and GARVER.
9. When authorized by the CITY OF FAYETTEVILLE, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
10. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.

Construction observation services will be provided by GARVER's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the CITY OF FAYETTEVILLE during the construction period.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.

In performing construction observation services, GARVER will endeavor to protect the CITY OF FAYETTEVILLE against defects and deficiencies in the work of the Contractor(s); but GARVER does not guarantee the performance of the Contractor(s), nor is GARVER responsible for the actual supervision of construction operations. GARVER does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction GARVER observes that the Contractor's work does not comply with the construction contract documents, GARVER will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. GARVER will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, GARVER will notify the CITY OF FAYETTEVILLE immediately, so that appropriate action under the CITY OF FAYETTEVILLE's contract with the Contractor can be taken.

As a minimum, GARVER's project engineer or his qualified representative will visit the site of the work on the average of once during each fifteen (15) working days of the construction period. These visits should be scheduled to coincide with each new phase of construction and other times when his presence is desirable. GARVER's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the construction observer. GARVER's project engineer shall direct, supervise, advise, and counsel the construction observer in the accomplishment of his duties.

2.5 Project Deliverables

The following will be submitted to the Client, or others as indicated, by Garver:

1. One copy of the Final Design with opinion of probable construction cost.
2. Three copies of the Final Plans and Specifications to the Contractor.
3. Electronic files as requested.

2.6 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Client's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Electrical lighting design.
4. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
5. Construction materials testing.
6. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
7. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

Extra Work will be as directed by the Client in writing for an additional fee as agreed upon by the Client and Garver.

2.7 Schedule

GARVER shall begin work immediately upon receipt of the executed task order and shall complete the work within a mutually agreeable schedule.



APPENDIX B-10

**FYV Airfield Pavement Marking Rehabilitation
Garver Hourly Rate Schedule: July 2017 - June 2018**

Classification	Rates
Engineers / Architects	
E-1	\$ 33.70
E-2	\$ 39.05
E-3	\$ 47.30
E-4	\$ 55.20
E-5	\$ 67.40
E-6	\$ 84.50
E-7	\$ 112.25
Planners / Environmental Specialist	
P-1	\$ 40.60
P-2	\$ 50.90
P-3	\$ 63.35
P-4	\$ 71.80
P-5	\$ 83.45
P-6	\$ 95.00
P-7	\$ 115.00
Designers	
D-1	\$ 31.50
D-2	\$ 36.90
D-3	\$ 43.80
D-4	\$ 50.90
Technicians	
T-1	\$ 24.50
T-2	\$ 31.10
T-3	\$ 37.90
Surveyors	
S-1	\$ 15.05
S-2	\$ 19.90
S-3	\$ 26.80
S-4	\$ 38.40
S-5	\$ 50.90
S-6	\$ 57.90
2-Man Crew (Survey)	\$ 58.30
3-Man Crew (Survey)	\$ 73.35
2-Man Crew (GPS Survey)	NA
3-Man Crew (GPS Survey)	NA
Construction Observation	
C-1	\$ 29.65
C-2	\$ 38.10
C-3	\$ 46.65
C-4	\$ 57.40
Management / Administration	
M-1	\$ 115.00
X-1	\$ 19.25
X-2	\$ 26.15
X-3	\$ 36.45
X-4	\$ 46.45
X-5	\$ 57.05
X-6	\$ 72.70

APPENDIX B-10

**FAYETTEVILLE - DRAKE FIELD
FYV AIRFIELD PAVEMENT MARKING REHABILITATION**

BID PACKAGE DEVELOPMENT

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	T-1	X-1
	\$55.20	\$47.30	\$39.05	\$33.70	\$31.10	\$24.50	\$19.25
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Final Plans							
Cover Sheet			1		1		
General Notes			1		1		
Construction Safety Plans			2		4		
Pavement Marking Plans			2		4		
Pavement Marking Details			1		2		
Site Visit			2		1		
Construction Safety Meeting with Owner/ATCT			1		2		
Airspace Analysis			2		2		
Specifications/Contract Documents	1		6				
Quantities	1		4		2		
Opinion of Probable Construction Cost			2				
QC Review	2		2		2		
Subtotal - Civil Engineering	4	0	26	0	21	0	0

Hours	4	0	26	0	21	0	0
Salary Costs	\$220.80	\$0.00	\$1,015.30	\$0.00	\$653.10	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$1,889.20

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD \$3,613.85

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$50.00
Postage/Freight/Courier	\$29.12
Travel Costs	\$70.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$149.12

SUBTOTAL: \$5,652.17

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$847.83

TOTAL FEE: \$6,500.00

APPENDIX B-10

**FAYETTEVILLE - DRAKE FIELD
FYV AIRFIELD PAVEMENT MARKING REHABILITATION**

BIDDING SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	T-1	X-1
	\$55.20	\$47.30	\$39.05	\$33.70	\$31.10	\$24.50	\$19.25
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs			2				
Addendums/Inquiries			6				
Pre-Bid			6		2		
Bid Opening			6		2		
Prepare bid tabulation			2		2		
Evaluate bids and recommend award			2				
Prepare construction contracts			2		3		
Subtotal - Civil Engineering	0	0	26	0	9	0	0

Hours	0	0	26	0	9	0	0
Salary Costs	\$0.00	\$0.00	\$1,015.30	\$0.00	\$279.90	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$1,295.20

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD \$2,477.59

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$20.26
Postage/Freight/Courier	\$20.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$140.26

SUBTOTAL: \$3,913.04

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$586.96

TOTAL FEE: \$4,500.00

APPENDIX B-10

**FAYETTEVILLE - DRAKE FIELD
FYV AIRFIELD PAVEMENT MARKING REHABILITATION
CONSTRUCTION PHASE SERVICES**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-2	T-1	X-1
	\$55.20	\$47.30	\$39.05	\$33.70	\$31.10	\$24.50	\$19.25
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Notice to Proceed			1				
Preconstruction Meeting			4				
Coordination with Owner			2				
Monthly Pay Requests			2				
Shop Drawings/Material Submittals			4				
On-Site Meetings			2				
hr/day)			36				
Prepare Change Orders			2				
Final Project Inspection and Punchlist	2		4				
Subtotal - Civil Engineering	2	0	57	0	0	0	0

Hours	2	0	57	0	0	0	0
Salary Costs	\$110.40	\$0.00	\$2,225.85	\$0.00	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$2,336.25

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD \$4,469.01

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$30.00
Postage/Freight/Courier	\$21.26
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$151.26

SUBTOTAL: \$6,956.52

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$1,043.48

TOTAL FEE: \$8,000.00