

City of Fayetteville Staff Review Form

2020-0917

Legistar File ID

11/17/2020

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

Summer Fallen

10/21/2020

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of RFQ 20-03, Aviation Engineering Services and an agreement with Garver LLC., to provide on-call aviation engineering services for a one-year term with four automatic one-year renewals, and approval of Task Order #A-1 for on-call services by the consultant not to exceed \$20,000.

Budget Impact:

Account Number	Fund	
Project Number	Project Title	
Budgeted Item? NA	Current Budget	
	Funds Obligated	
	Current Balance	\$ -
Does item have a cost? NA	Item Cost	
Budget Adjustment Attached? NA	Budget Adjustment	\$ -
	Remaining Budget	\$ -

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # Res. 89-15

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF: NOVEMBER 17, 2020

TO: Mayor and City Council
THRU: Susan Norton, Chief of Staff
FROM: Summer Fallen, Airport Services Manager
DATE: October 21, 2020

SUBJECT: A Resolution to approve RFQ 20-03 and a professional services agreement with Garver, LLC for a multi-year contract for on-call engineering services

RECOMMENDATION:

Approval of RFQ 20-03, Aviation Engineering Services and an agreement with Garver LLC., to provide on-call aviation engineering services for a one-year term with four automatic one-year renewals, and approval of Task Order #A-1 for on-call services by the consultant not to exceed \$20,000.

BACKGROUND:

In order to qualify for Department of Transportation, Airport Improvement Program (AIP) grants, The Federal Aviation Administration (FM) requires airports to contract with an airport engineering consultant to provide engineering services to the airport. Specific projects assigned to the engineer are issued as Task Orders to be approved individually contingent upon available funding and budget approval.

DISCUSSION:

The Purchasing Division advertised a request for statements of qualification for RFQ 20-03. The RFQ was also distributed to over 50 engineering firms, many being in the Northwest Arkansas area. Garver, LLC was the only firm to respond to the RFQ and it was voted by the selection committee for award.

BUDGET/STAFF IMPACT:

The agreement for professional engineering services is not an expense in and of itself; however, Task Order A-1 commits up to \$20,000 from the Airport Fund Balance that may be reimbursable by grants as project formulation costs if they are part of an approved, grant-funded project.

Attachments:

Agreement for aviation engineering services, including the following appendices:

- Appendix A – General Scope of Services
- Appendix B – Certification of Engineer
- Appendix C – Mandatory Federal Contract Provisions
- Appendix D – Garver's response to RFQ 20-03
- Appendix A-1 – Task Order 01 for Airport On-Call Services



**CITY OF
FAYETTEVILLE
ARKANSAS**

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER, LLC

THIS AGREEMENT is made as of _____, 2020, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE OR CITY) and GARVER, LLC (hereinafter called GARVER OR ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services related to aviation in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and GARVER in consideration of their mutual covenants agree as follows:

GARVER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of GARVER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

The following documents are hereby incorporated into this agreement for professional engineering services:

- **Appendix A** – General Scope of Services
 - **Additional Appendix Documents shall be added by task order and referenced as “Appendix A-## - Description”** (showing the task order number and project description) hereby binding each task order as it is executed by the City of Fayetteville.
- **Appendix B** – Certification of Engineer
- **Appendix C** – Mandatory Federal Contract Provisions

- **Appendix D** – Garver’s response to the City’s request for statements of qualification and all addenda in reference to RFQ 20-03, Aviation Engineering Services

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of GARVER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of GARVER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by GARVER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 GARVER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. GARVER and CITY OF FAYETTEVILLE agree that GARVER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of GARVER.
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE’s requirements for the Project.
 - 3.1.2 Assist GARVER by placing at GARVER’s disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - 3.1.3 Assist GARVER in obtaining access to property reasonably necessary for GARVER to perform its services under this Agreement.
 - 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by GARVER and render in writing decisions pertaining thereto.
 - 3.1.5 The Airport Services Manager is the CITY OF FAYETTEVILLE’s project representative with respect to the services to be performed under this Agreement. The Airport Services Manager shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE’s policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

- 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to GARVER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder. This on-call services contract shall be effective for one year, beginning with the day approved by the Fayetteville City Council and executed by the Mayor and automatically renew for four (4) additional one-year periods, unless cancelled, for a total possible contract term of five (5) years.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. GARVER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The City shall compensate GARVER based on a lump sum not-to-exceed basis as described in Appendix A for each separate Task Order to be issued for each project.
- 5.2 Statements
- 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with GARVER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by GARVER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project. Statements and invoices shall include the task order number, Purchase Order Number, and project description. Garver agrees to not perform any work without issuance of a signed Purchase Order issued by the City of Fayetteville Purchasing Division.
- 5.3 Payments
- 5.3.1 All statements are payable upon receipt and due within thirty (30) calendar days of accepted invoice. If a portion of GARVER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise GARVER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved; however, payment within 30 calendar days is not guaranteed.

5.4 Final Payment

5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by GARVER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against GARVER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

GARVER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten (10) calendar days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of GARVER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which

CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

- 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
 - 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 REMOVED
- 6.6 Delays
 - 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.
- 6.7 Rights and Benefits
 - 6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.
- 6.8 Dispute Resolution
 - 6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.
 - 6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of

proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

GARVER's address:
2049 E. Joyce Blvd., Suite 400
Fayetteville, AR 72703

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of

this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection. Notwithstanding anything to the contrary herein, ENGINEER's proprietary, financial information is not subject to audit.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER asserts that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this assertion, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

- 7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- 7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

- 7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

7.7 Mutual Waiver

- 7.7.1 Notwithstanding anything in this Agreement to the contrary, neither party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence).

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By : _____
Mayor, Lioneld Jordan

By: Michael J. Griffin
PRINTED NAME

By: 
SIGNATURE

ATTEST:

By: _____
Kara Paxton, City Clerk

Title: Senior Vice President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A

GENERAL SCOPE OF SERVICES

DESCRIPTION OF THE PROJECTS

1. Services, when requested by the CITY OF FAYETTEVILLE, will be described in specific Task Orders to this AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES. Additional services may be included as determined by the CITY OF FAYETTEVILLE by executing Amendments to this BASIC AGREEMENT or by specific Task Orders.
2. The services provided by GARVER are anticipated to include but not necessarily be limited to studies, investigations, reports, funding applications, design services, preparation of construction drawings and specifications, bidding services, and engineering services during construction related to:
 - 2.1 T-Hangar Unit Expansion(s).
 - 2.2 Corporate Hangars.
 - 2.3 East Side Corporate Aprons.
 - 2.4 Runway, Taxiway, and/or Apron Construction Projects
 - 2.5 Individual Corporate Hangars and Parking Aprons.
 - 2.6 GA Parking Aprons
 - 2.7 Airport Security Improvement Projects.
 - 2.8 Runway 16 RSA Project Continuation.
 - 2.9 Extension of Lancaster Drive.
 - 2.10 Airport Layout Plan Sheet Updates.
 - 2.11 ACM Updates and Part 139 Assistance
 - 2.12 Maintenance and Rehabilitation of Pavements.
 - 2.13 Airfield Marking.
 - 2.14 Airfield Lighting.
 - 2.15 Assistance in Grant Writing.
 - 2.16 Interaction as requested with State Aeronautical Commission Authorities and the FAA.

APPENDIX B

CERTIFICATION OF ENGINEER

I hereby certify that I am Michael J Griffin am a duly authorized representative of the firm of GARVER, LLC, whose address is 2049 E Joyce Blvd, Suite 400, Fayetteville, AR 72704, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By 

DATE:

10/14/2020

APPENDIX C

MANDATORY FEDERAL CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of

subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of a Engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

7. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

8. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

9. ENERGY CONSERVATION REQUIREMENTS

Engineer and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

10. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

I. During the performance of this contract, the Engineer agrees as follows:

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States

to enter into such litigation to protect the interests of the United States.

II. Standard Federal Equal Employment Opportunity Contract Specifications

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so

under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally,) the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.
- (10) The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

- (12) The Engineer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Engineer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

11. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

12. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- II. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

14. SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

15. TERMINATION OF CONTRACT

- I. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must

immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

16. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

17. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

18. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has

City of Fayetteville, AR

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been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



CITY OF FAYETTEVILLE

RFQ 20-03 | Aviation Engineering Services

STATEMENT OF QUALIFICATIONS

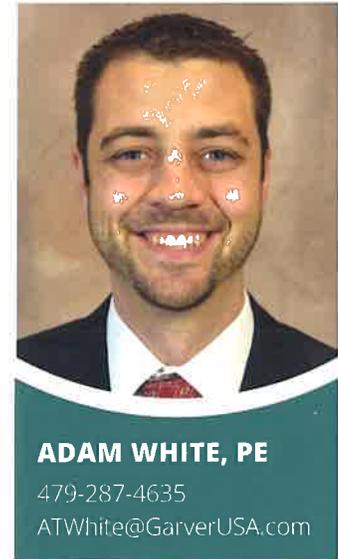
February 25, 2020

Les McGaugh, Purchasing Agent
Purchasing Division
City of Fayetteville
Purchasing – Room 306
113 W. Mountain
Fayetteville, AR 72701

RE: RFQ 20-03, Aviation Engineering Services

Dear Les,

Throughout the course of the last five years, our team has made it a priority to provide Fayetteville-Drake Field Airport and the City of Fayetteville with exceptional customer service on all your projects. Garver has valued our partnership with the City of Fayetteville and has successfully delivered 11 projects during our tenure as your design consultant.



ADAM WHITE, PE

479-287-4635
ATWhite@GarverUSA.com

To deliver the maximum benefit to the Airport, Garver (as prime) has partnered with McClelland Consulting Engineers, Inc. (McClelland), a firm with unmatched historical knowledge of the Airport. No other team understands the existing pavements, electrical systems, geotechnical conditions, tenants, and airport operations better than the Garver Team. As you review our statement of qualifications, please note the following traits that differentiate Garver from our competitors:

Local Presence. Garver's Fayetteville office is located within 15 minutes of your airport. This proximity provides the Airport with the responsive service you deserve. *Our staff of 12 aviation-specialized professionals in Northwest Arkansas is unmatched by our competition.*

Technical Expertise. We have completed 110 airport projects in Northwest Arkansas in the last 20 years. *Garver has successfully completed the last three major runway rehabilitation projects in Northwest Arkansas,* each winning National Asphalt Paving Association awards. Garver's experience in planning, designing, and constructing large runway rehabilitation projects will prove valuable as we embark on the Airport's upcoming runway rehabilitation program.

Trusted Resources. Garver is proud to have served the City of Fayetteville as your aviation consultant for the past five years. During our term, we have assisted the City in accomplishing 11 projects to improve your airport infrastructure, in addition to multiple on-call tasks and support studies. With the Garver Team, you get a consultant that will support the Airport and the City no matter what obstacle we face.

We are confident in our ability to continue our successful partnership with the Airport, a partnership that has completed a wide range of projects totaling *over \$3.9 million over the last five years.* Please contact me at 479-287-4635 or by email at ATWhite@GarverUSA.com to request additional information as you consider your selection. Thank you for your consideration.

Sincerely,

GARVER

A handwritten signature in blue ink that reads "Adam White".

Adam White, PE
Senior Project Manager

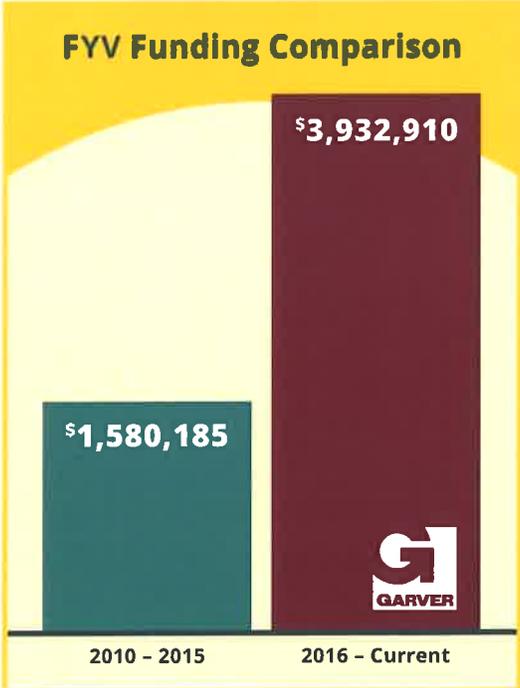


Executive Summary

Specialized Experience and Technical Competence (30 pts.)

Garver is a multi-disciplined engineering, architectural, planning, and environmental services firm committed to quality practices, progressive methods, and honorable relationships. Our clients' trust is the cornerstone of our business, and we adopt their visions to deliver projects founded on creative solutions, cost-effective services, and customer care.

Garver has provided quality services in Arkansas for 101 years, including the last five years at FYV. During that time, we have used our knowledge of FAA and ADA funding mechanisms to assist the Airport in obtaining over \$3.9 million in grant funds as shown on the right.





Capacity and Capability (30 pts.)

Garver has the technical capabilities to complete your projects successfully, but more importantly, we have the capacity to maintain your projects as a priority to avoid project delays and deliver quality work within the time limitations.

Based on present workload, growth projections, and depth of technical resources, Garver has the staff capacity to accomplish work for Fayetteville in the required time frame and under an accelerated time frame as well as multiple, simultaneous task orders.

The graphic below details the availability of the team member's assigned to this project and their ability to handle your project needs.

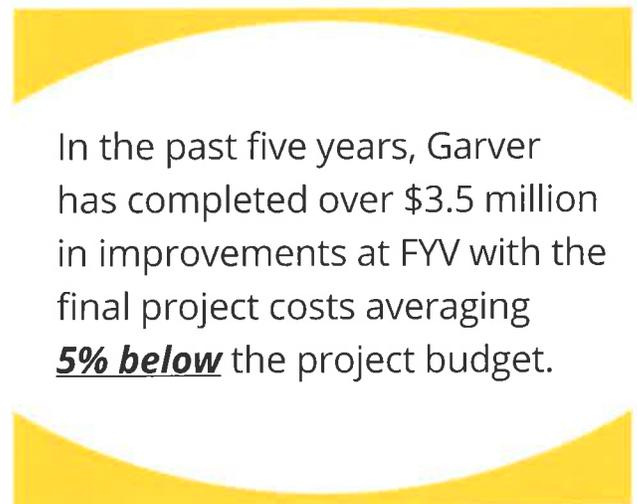


Past Record of Performance (20 pts.)

As a client-oriented firm, Garver focuses its time and energy on delivering creative solutions, cost-effective services, and customer care.

CONTROL OF COST

Garver consistently meets deadlines within the amount contracted for design phase services and works diligently with contractors and clients to minimize cost increases. Garver will also work aggressively to meet funding opportunities. Garver understands the necessity for expedited schedules to meet design deadlines for funding opportunities.



In the past five years, Garver has completed over \$3.5 million in improvements at FYV with the final project costs averaging ***5% below*** the project budget.

RUNWAY REHABILITATION EXPERIENCE

Garver has completed six major runway rehabilitation projects in Northwest Arkansas and Northeast Oklahoma over the last four years. As part of those programs, we have tested multiple pavement rehabilitation methods and refined our decision matrix for determining the best possible rehabilitation method for any type of pavement condition. At Garver, you don't get a single rehabilitation solution that is applied regardless of its effectiveness in solving your pavement's distresses. At Garver, we look at every project as a unique challenge in need of a creative solution.

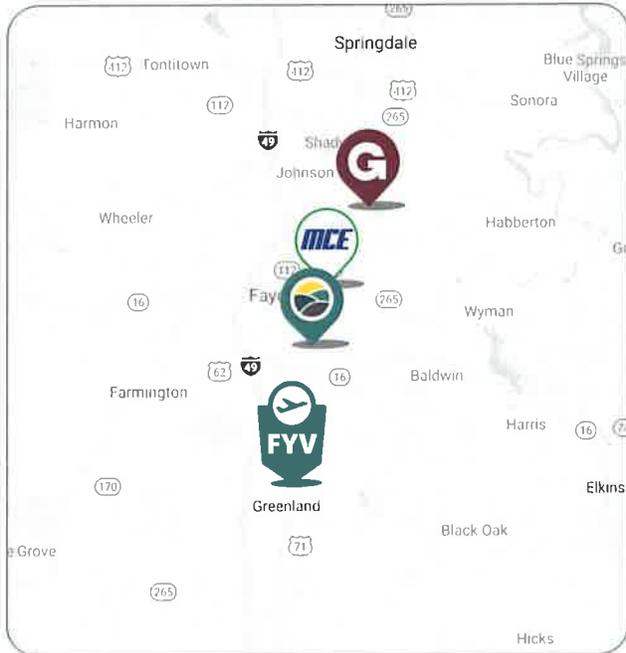
ABILITY TO MEET SCHEDULES AND DEADLINES

Garver's organizational structure is designed to provide quality services based on sound engineering principles that are valued by our clients. We approach each project with a plan for successful delivery developed through extensive experience and based on proven principles. We have an outstanding track record of meeting design deadlines on aviation projects.





Proximity and Familiarity (20 pts.)



A benefit of selecting the Garver Team for your upcoming improvements is the proximity of our team to your airport. As illustrated on the left, Garver is located in Fayetteville and is conveniently located to provide services at Fayetteville-Drake Field Airport.

Our team of professionals is accessible and available to respond quickly to your requests and to represent your interests.

In addition to our proximity, the Garver Team has completed over 120 projects at FYV over the last 50 years, including projects that involve every aspect of the airfield. This experience provides the Garver Team with a familiarity with FYV that is unmatched by our competition. **The Garver Team will use this familiarity to provide efficient and quality designs for upcoming projects at FYV.**

Appendix A: Key Personnel

The Garver Team includes experienced professionals needed to accomplish project goals, plus the support personnel available to help projects run smoothly. Garver is fully capable of leading and performing projects ranging in size from those that require a single specialist to those requiring large, complex professional teams. **Garver's staff includes over 700 employees and 89 aviation-dedicated team members company-wide.**

The Garver Team also includes Fayetteville-based McClelland Consulting Engineers. McClelland will provide geotechnical engineering, records research, and materials testing services for upcoming projects at FYV. McClelland has completed 111 projects at Fayetteville-Drake Field Airport. **Their 38 years of knowledge related to your airport will save time and effort for your airport staff.**



In short, our team's large staff, regional coverage, and depth of expertise and experience in a broad range of disciplines give us ample capacity to satisfy any requirements. The organizational chart in Appendix A lists the Garver Team's key personnel who will assist the Airport staff with their upcoming improvements. Immediately following the organizational chart, we provide resumes detailing the experience and qualifications of the Garver Team's key personnel.





Specialized Experience and

Technical Competence (30 pts)

Consultants you trust.

The Garver Team provides the City of Fayetteville with a unique blend of historical knowledge of the Fayetteville-Drake Field Airport (FYV) facilities and infrastructure and national expertise specializing in airport engineering. Our depth of knowledge and prior experience at FYV will be utilized to provide cost-effective and responsive service for the Airport.

Professional Background and Experience in Airport Engineering



Founded in 1919, Garver is an employee-owned multi-disciplined engineering, planning, architectural, and environmental services firm with over 700 employees spread between more than 30 offices in 13 states. Offering a wide range of services focused on aviation, construction, facilities design, federal, power, transportation, survey, and

water, Garver sits in the top 150 of the Engineering News-Record's prestigious Top 500 Design Firms list and is **one of the top 20 aviation firms in the United States** by *Engineering News Record*.

Airports are our Business.

Garver has more than 60 years of airport design, planning, and construction administration experience with **\$300 million in constructed airfield projects designed over the past 10 years**. Our aviation team has grown to over 85 personnel with staff members located in 19 Garver offices, including our Fayetteville office.





Garver's Northwest Arkansas Aviation Team includes three engineers and designers who are also licensed pilots. This offers our clients a tremendous advantage, because our team can incorporate a pilot's perspective into our engineering designs, construction plans, and aviation planning documents. We understand how aircraft use airports, and that pays dividends in numerous ways.

BENEFIT OF PILOT'S PERSPECTIVE

- Start-to-finish knowledge of pilot and aircraft requirements during project planning and design
- Minimized revenue loss due to runway or taxiway shutdowns
- Accommodation of airport clients' needs and concerns during design and construction
- Smooth operation of your airport during construction
- Maximized safety of the completed project

We not only plan, design, and oversee the construction of airport facilities—we also personally use them, and we bring this airside familiarity to every design decision we make. Garver's pilots have spent nearly 14,000 hours in the cockpit and understand how airports should operate. This is insight our land-bound competitors simply cannot match.

Meet the Rest of the Team



McClelland Consulting Engineers, Inc. (McClelland) is a

multi-disciplined engineering firm specializing in civil engineering, environmental engineering, geotechnical engineering, environmental laboratory analysis, construction management, and surveying. Since their inception in 1963, McClelland has worked with numerous airports in the planning, layout, and design of runways, taxiways, aprons, hangars, facilities, and more. They have established long-term relationships within the aviation industry, serving as the airport engineer for more than 20 airports in and around Arkansas, including Fayetteville-Drake Field Airport.

McClelland has completed 111 projects at Fayetteville-Drake Field Airport. Their 38 years of knowledge related to your airport will save time and effort for your airport staff.



The Garver Team's **historical knowledge** of the areas impacted by your upcoming improvement projects will provide **cost-effective** and **responsive service**.





Garver assigns **well-qualified staff** with the appropriate technical qualifications for each project.



ICONIC Consulting Group, Inc. (ICONIC) is a minority-owned civil engineering firm founded in 2008. ICONIC provides professional civil engineering services, including site design, urban and rural roadway design, and drainage design for government and private entities. ICONIC professionals are experienced designers and project managers with over 30 years of combined experience in the planning, design, and construction of transportation infrastructure. ICONIC has worked on a variety of aviation projects at airports including Northwest Arkansas National Airport, Bill and Hillary Clinton National Airport, Dallas/Fort Worth International Airport and Dallas Love Field Airport.

Ability to Furnish Qualified Inspectors for Construction Inspection

The construction phase is where all planning and design comes to fruition. From sequencing projects and minimizing airport disruption to solving the inevitable construction challenges, our field staff is committed to establishing good working relationships with contractors from the start to promote the highest quality construction and minimize problems that can cause budget and schedule overruns.

Construction Management Staff

With Garver’s construction management team, our clients retain the same engineers who draw up the plans as well as construction observers with over 300 airport projects under their belt in the last 15 years, including our planned construction observer for Fayetteville-Drake Field Airport, Johney Boles.



39 YEARS
EXPERIENCE

Johney Boles will serve as the construction observer for upcoming projects at FYV.





Disadvantaged Business Enterprise Program and Affirmative Action Program

GARVER PARTNERS

Garver consistently teams with subconsultants, including certified Disadvantaged Business Enterprises (DBEs), to successfully execute projects of all sizes for our clients. Our commitment to DBE participation goes beyond the casual recruitment of minority firms to our team. The **Garver Partners Program** is a year-long mentorship that focuses on four topics: operations, marketing and sales, business management, and human resources. This program prepares participating firms to meet and address industry challenges, set standards of excellence, control overhead, market new business prospects, and grow their business. The program is structured around distinct modules that provide opportunities for small and minority-owned businesses to engage in workshops, training, and social networking opportunities that prepare them for working on planning, design, and construction projects.

Garver is an Affirmative Action/Equal Employment Opportunity employer and provides Equal Employment Opportunities for all persons regardless of race, religion, gender, age, handicap, or national origin.

Garver maintains an Affirmative Action Plan that is periodically updated. Julie Gentry, PHR, SHRM-CP, is Garver's Employee Relations Manager and the designated Affirmative Action Officer. It is her responsibility to maintain our Affirmative Action Plan. This plan is available for inspection upon request.



ICONIC Consulting Group, a M/DBE firm proposed for cost estimating on this contract, graduated from our **Garver Partners Program**. Garver and ICONIC have developed a strong bond while working together on **20 airport projects**.

GARVER AVIATION
has contracted over

\$11.7

MILLION

TO DBE FIRMS

3 over the past
YEARS.



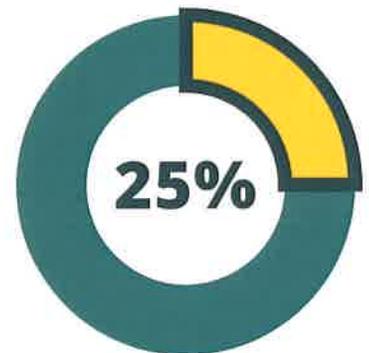


Capacity and Capability (30 pts.)

Garver has the technical capabilities to complete your project successfully, but more importantly, we have the capacity to maintain your projects as a priority to avoid project delays and deliver quality work within the time limitations.

Our large team of 12 northwest Arkansas aviation professionals and our depth of expertise and experience in a broad range of engineering disciplines gives us ample capacity to satisfy your requirements. The Garver Team includes the experienced professionals needed to meet each phase of your project, plus the support personnel available to help your projects run smoothly from concept to completion.

Garver is fully capable of leading and performing projects ranging in size from those that require a single specialist to those requiring large and complex professional teams. Our systematic management approach to professional services offers our clients on-time delivery, including services performed on an aggressive schedule, without any compromise in quality.



**AVAILABLE
CAPACITY**



Based on present workload, growth projections, and depth of technical resources, **Garver has the capacity** to accomplish work for the City of Fayetteville.





AVIATION CAPABILITIES

ENGINEERING DESIGN

- Field and obstruction surveys
- Airfield layout/geometrics/AGIS
- Stormwater and drainage
- Pavement analysis
- Airfield lighting, NAVAIDs, and controls
- Access control and security
- Terminal roads/parking
- Construction sequencing

FUNDING ADMINISTRATION

- FAA/AIP and state grant administration
- Alternate funding sources
- Construction cash flow management

CONSTRUCTION MANAGEMENT

- Bidding and contract administration
- Airfield operations and tenant coordination
- On-site, full-time construction observation
- Project commissioning and opening

PLANNING AND ENVIRONMENTAL

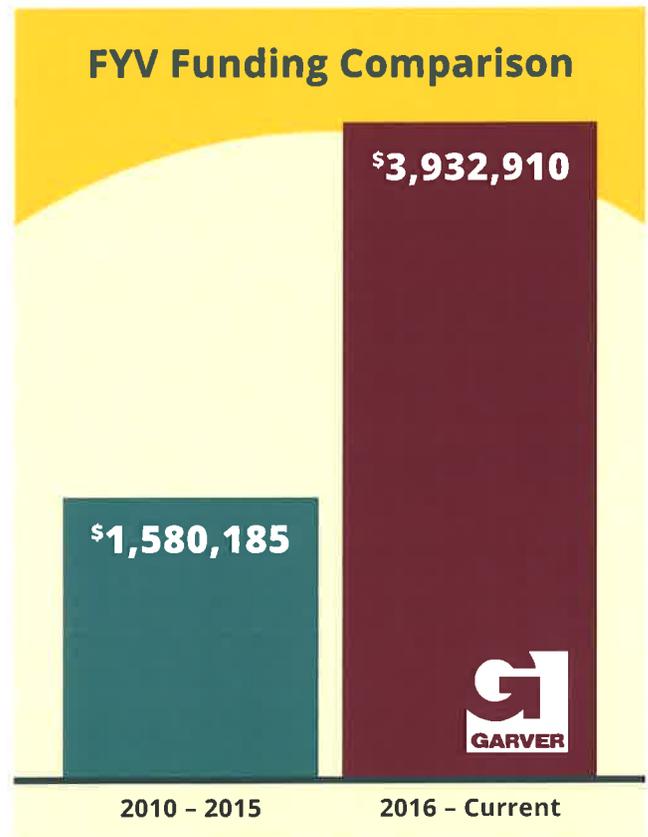
- Feasibility and site selection studies
- Airport master and development plans
- Environmental and wildlife assessments
- Economic studies and business planning
- Land acquisition assistance

Knowledge of FAA Regulations, Policies, and Procedures

Garver's experience with the FAA dates back nearly 60 years, when it still operated as the Civil Aeronautics Administration. Not only do we understand FAA Advisory Circulars (AC), but **Garver's staff has also taught seminars on ACs at the FAA Partnership Conference, and our aviation electrical team has worked directly with the FAA on airfield lighting AC drafts.** This familiarity with FAA requirements helps our designs, construction phasing, and safety plans meet all applicable standards and keeps our projects on track. We make it a top priority to seek out the latest information from the FAA, other airports, airport users, airport vendors and suppliers and communicate it to our clients.

Funding Support

Garver can provide the consulting services that will help locate funding sources to achieve your airport improvement goals. **We excel in acquiring funding for our clients by formulating strategic bidding arrangements, staying up to date with grant rules and regulations, and acting quickly to meet your needs.** Garver has prepared airport project plans and successfully presented them to funding agencies. We routinely sequence and budget projects to fit available funding, such as multi-year phasing and bid schedules set for consecutive construction seasons. We personally attend meetings to present project plans to funding agencies, support our clients, and respond immediately to any questions that may arise.



 Fayetteville-Drake Field Airport saw an **increase of \$2.35 million in funded projects** during Garver's first tenure as Engineer of Record compared to the previous term.





When Boone County's hilly terrain prevented standard runway safety areas, **Garver met the challenge** to design FAA-mandated RSA extensions, exceeding all expectations along the way. Garver's **inventive solution** to excavate material from on-site borrow areas not only minimized earthwork costs tremendously, but also turned that former hillside into land ready for ramp and hangar development. Most importantly, the RSA extensions have **already saved lives** on three different occasions since their construction.

Judy McCutcheon, Airport Manager
Boone County Regional Airport



Quality Control Checklists

Our quality control checklists are specifically designed for FAA projects and incorporate the required steps of state aviation departments and the sponsor. We use our knowledge of the aviation industry to leverage FAA relationships to keep projects moving, find state or federal grant funds for capital improvements, and help airports like FYV make their improvements happen. Additionally, **our internal quality control reviews are performed by Garver engineers who are also instrument-rated pilots**. This approach helps our designs, construction phasing plans, and safety plans meet AC requirements while remaining practical and effective.

Training

Garver holds regularly scheduled in-house training seminars for our staff. These presentations include information from outside speakers, information collected from other seminars, and our experience with FAA policies and procedures. **This continuous education is part of the reason that our company was honored with the National Society of Professional Engineers' award for professional development**. We also send our designers to airport conferences and seminars to ensure their aviation knowledge includes the latest information available from the FAA, other airports, airport users, airport vendors, and suppliers.

Adherence

Garver's record of successful airport projects funded by the FAA and/or Arkansas Department of Aeronautics demonstrates our diligence in staying updated on FAA, state, and local directives. Procedures and Project Audits conducted by the FAA indicate that we continue to be in full compliance with FAA policies and procedures. We recognize the critical nature of maintaining an in-depth knowledge of FAA Advisory Circulars/Orders and state regulations. We regularly dialogue with the FAA Airport District office and the Arkansas Department of Aeronautics to stay current on pending changes. The success of our airport projects has been dependent on the timely submission of all required documentation and certifications as well as the development of the projects in accordance with current criteria. A cornerstone of Garver's service to Arkansas airports is to assist navigating the often-overwhelming paperwork requirements associated with airport projects.

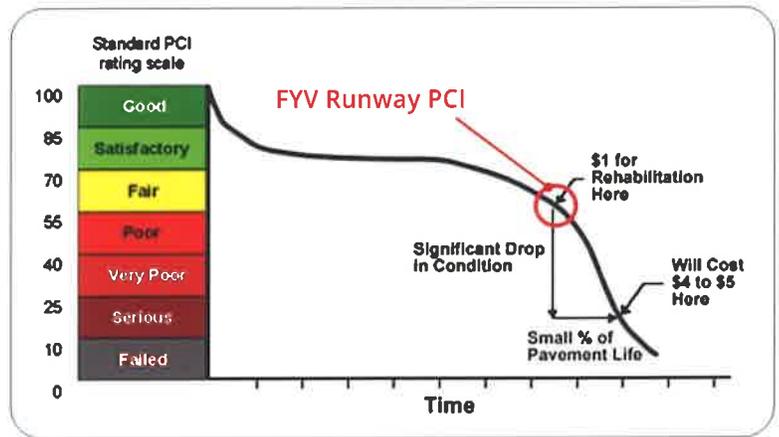




Approach to Design and Construction Management of Airport Projects

FYV Runway Rehabilitation Program

The last major rehabilitation to Runway 16-34 at Fayetteville-Drake Field Airport occurred in the 1990s. In 2016, the Arkansas Department of Aeronautics funded a study of the pavement condition at the Airport and found that the average pavement condition of the runway was 79. Using a standard 2 PCI drop in condition annually, the PCI at FYV is currently expected to be around 70, or right at the “Critical PCI” for airport runways. The critical PCI is the point in a pavement’s life where the cost of rehabilitation significantly increases each following year.



In 2017, Garver began working with the Airport to update its Capital Improvement Program (CIP) to include funding for a runway pavement lighting and rehabilitation project. Due to the project’s estimated \$5 million budget, the project would require discretionary funding in excess of the Airport’s \$150,000 in annual entitlement funds. The Airport and Garver continued to work on a funding strategy with the FAA, and in 2019, the FAA programmed the rehabilitation construction for 2022.

Funding for large rehabilitation projects at general aviation airports is limited. **It is critical that the proposed rehabilitation provide a pavement condition that will serve the Airport for decades to come.** This section will detail the Garver Team’s strategy for studying, designing, and managing the construction of the proposed Runway Pavement and Lighting Rehabilitation project at FYV.





Pavement Study



Design

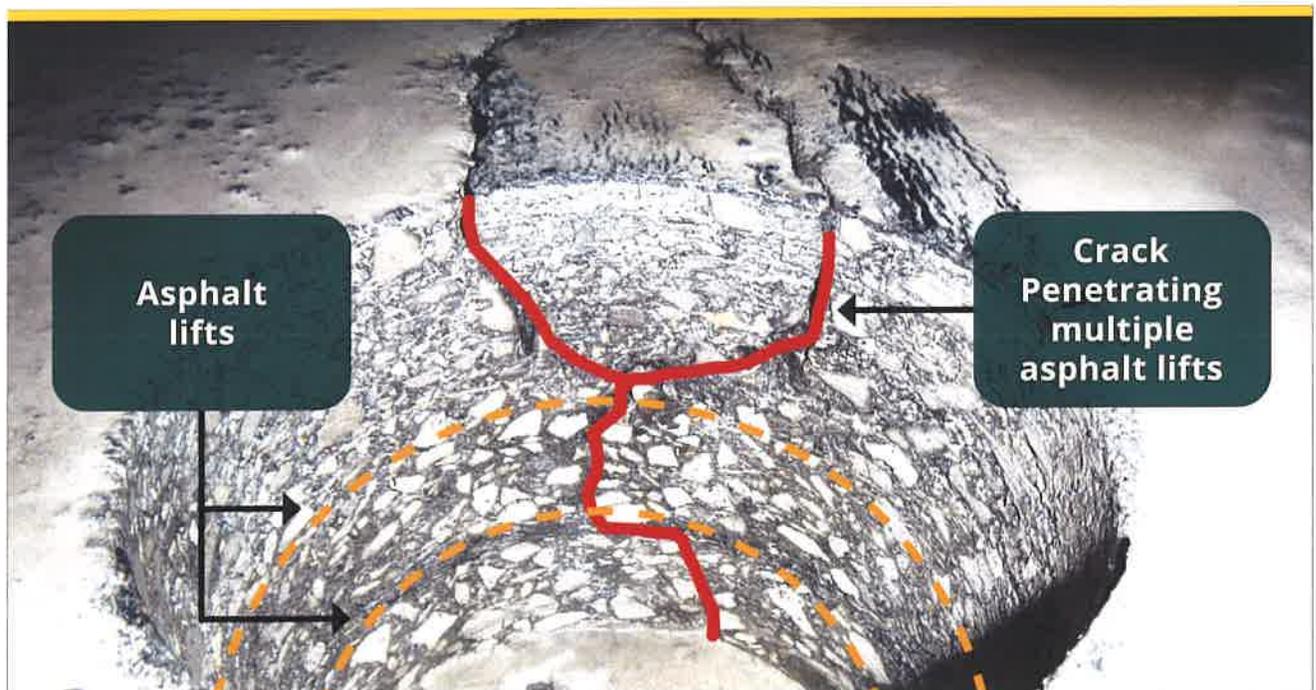


Construction

The first step in a major rehabilitation program is to identify the problem. To assist in this step of the project process, Garver has teamed with **McClelland Consulting Engineers** to provide geotechnical analysis and pavement section research for Runway 18-36. As a part of the pavement condition study, McClelland will develop a geotechnical investigation plan to core the runway pavement surface and perform subsurface borings to determine underlying causes of pavement distresses. **Geotechnical work will be completed during night closure in order to minimize the impact to Airport operations.**



Garver will be on-site with McClelland during all geotechnical operations. As part of the on-site analysis, pavement coring will be performed over existing cracks in the runway surface. Garver will review coring in real time to determine the extent of pavement cracking and whether surface cracks penetrate multiple layers of the asphalt pavement. The photo below shows a surface crack from a similar analysis at Rogers Executive Airport in 2015, and its penetration through multiple layers of asphalt pavement. This crack analysis will be critical to determining the appropriate rehabilitation method.





We look at every project as a **unique challenge** in need of a **creative solution**.

Additional geotechnical investigation below the pavement section will allow the Garver Team to determine if adequate base and subgrade support is provided under the existing pavement. Soils testing will also allow the Garver Team to find areas where groundwater could be negatively impacting the pavement.

All on-site data will be supplemented with record drawings and test results from previous projects on the runway. As noted throughout this statement of qualifications, the Garver Team's vast experience at FYV will assist in ensuring that the runway pavement is thoroughly evaluated prior to designing the appropriate solution.



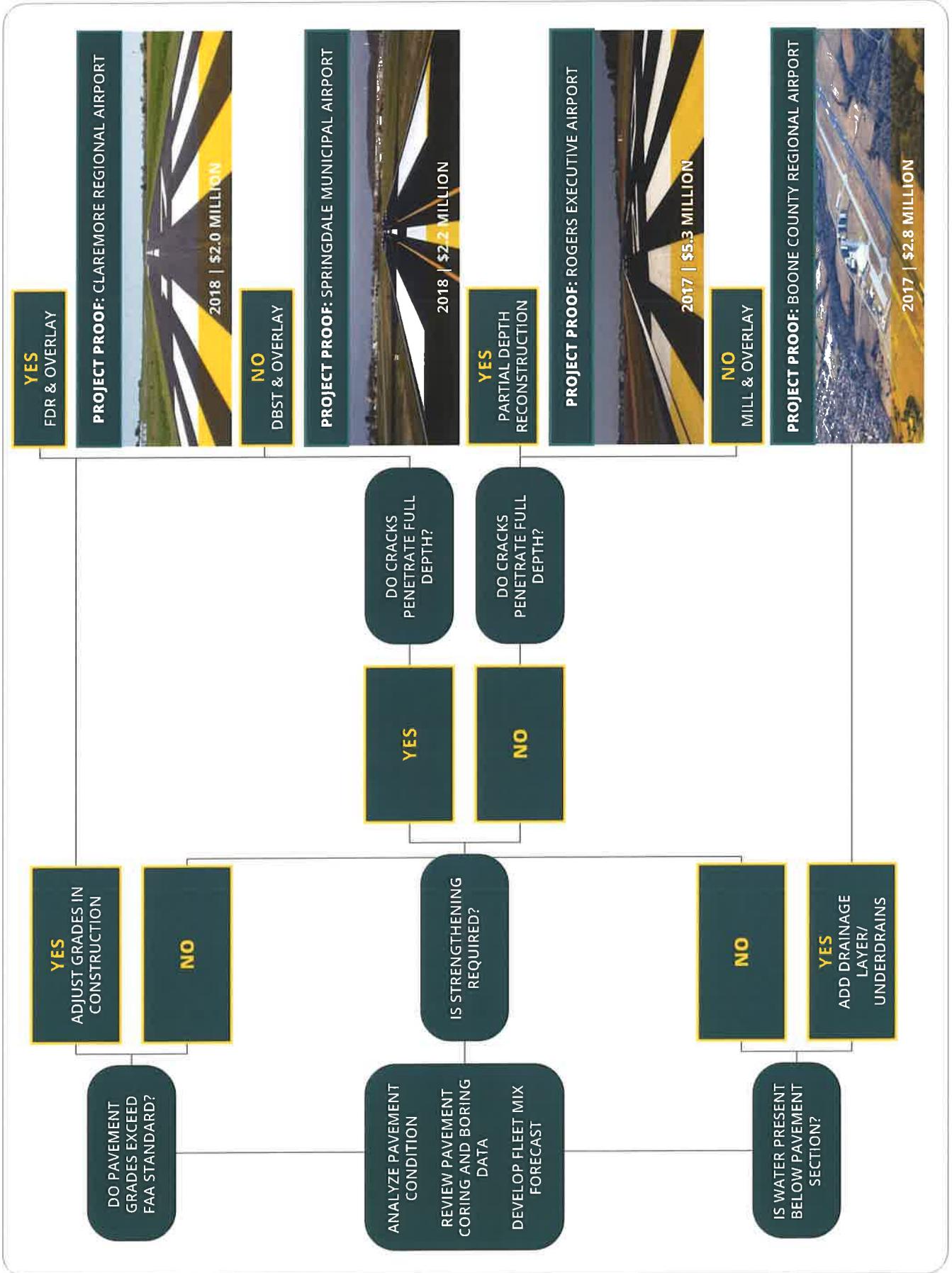
The first step of the project design will be to determine the appropriate rehabilitation method based on the pavement study completed by McClelland. In addition to the distress data, a fleet mix will be developed to forecast the aircraft traffic expected to use FYV over the pavement's 20-year life. This fleet data will assist in determining if pavement strengthening will be required as part of the rehabilitation project.

Garver has completed six major runway rehabilitation projects in Northwest Arkansas and Northeast Oklahoma in the last four years. As part of those programs, we have tested multiple pavement rehabilitation methods and refined our decision matrix for determining the best possible rehabilitation method for any type of pavement condition. At Garver, you don't get a single rehabilitation solution that is applied regardless of its effectiveness is solving your pavement's distresses. At Garver, we look at every project as a unique challenge in need of a creative solution.

COMPLETED BY GARVER
6
major runway rehabilitation projects
in Northwest Arkansas and Northeast Oklahoma in the last **4 years**

Garver's vast recent experience will bring you the perfect solution that has been tested and can be completed by contractors in our area. **The decision matrix on the next page provides an example of how the Garver Team will attack your projects and provide project proof of how we have applied a wide range of solutions at other airports in the area.**







No runway rehabilitation project can be completed without some impact to airport operations. However, when the construction phase is managed correctly, both downtime and tenant headache can be limited.

RUNWAY CLOSED JUNE 23 - JULY 3*

Our runway will be closed for construction on the evening of June 23 through July 3 while we make needed improvements.

The project will include:

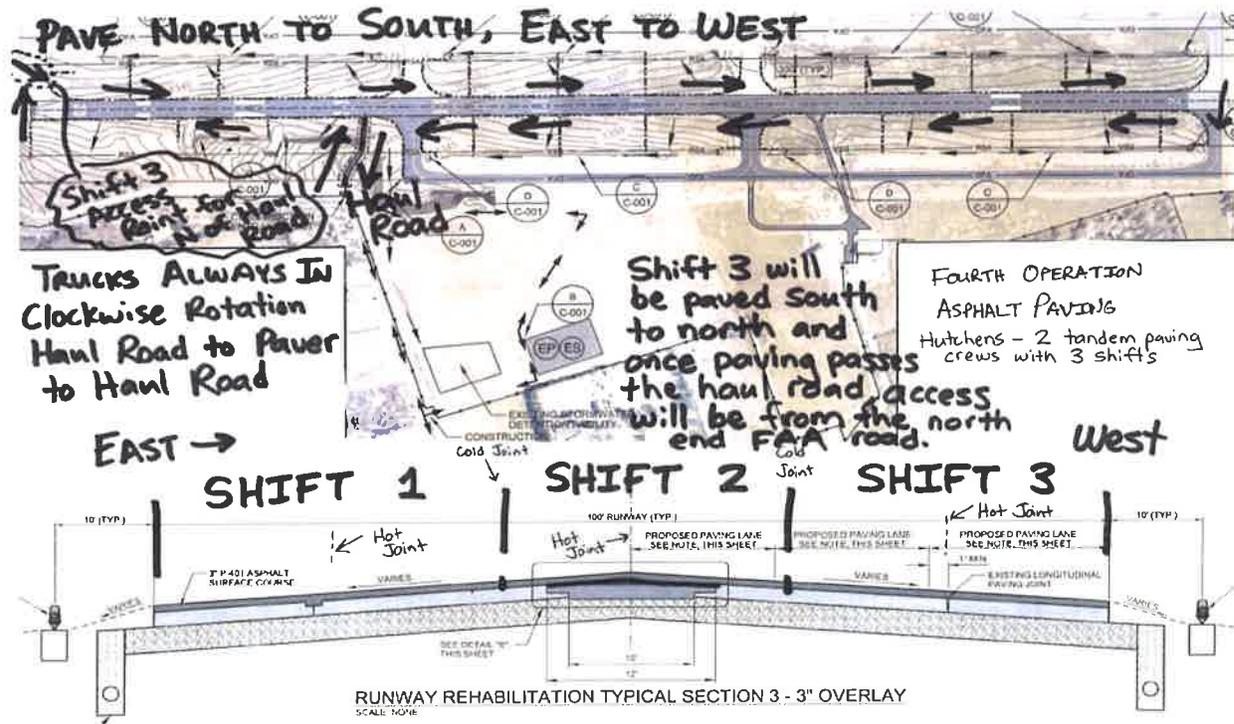
<p>Pavement Rehabilitation</p> <ul style="list-style-type: none"> Keel Repair Crack Repair Asphalt Mill and Overlay 	<p>Drainage Improvements</p> <ul style="list-style-type: none"> Underdrain Installation Runway Grooving 	<p>Lighting Improvements</p> <ul style="list-style-type: none"> Replacement of runway lighting infrastructure LED PAPI Upgrade
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*The runway closure will start between 7:00PM and 10:00PM local time on June 23. The precise time for the closure on June 23 will be announced later. Dates may be subject to change due to inclement weather. If you would like to receive updates, please contact the Airport Manager at (479) 631-1400 or airport@rogersair.gov. We apologize for the temporary inconvenience, and we appreciate your continued support.

The Garver Team understands that early, consistent, and effective communication can limit problems in construction.

As shown to the left, we routinely assist airports in alerting tenant and transient pilots to upcoming closures via project boards in the terminal, email notifications, postcard mailers, and website graphics. We recommend working with the selected contractor months in advance to plan the necessary closures so that adequate time can be given to all tenants to make necessary plans for their aircraft during the closure.

As important as it is to communicate effectively with tenants, it is equally important to provide consistent and open communication with the selected contractor well before the planned closure to verify that all aspects of the construction project are vetted. This includes detailed construction scheduling, advanced submittal approvals and equipment procurement, and on-site routing plans.





Runway Lighting Rehabilitation

Airport lighting maintenance can become tedious and time consuming for airport staff. LED technology has become the standard for airfield lighting projects over the last several years and for good reason. The cost difference between LED and incandescent fixtures continues to drop, which results in a quicker return on investment for airports like FYV. In 2016, Garver assisted FYV in converting over two hundred taxiway lights to LED. Additional cost and manpower savings are expected by replacing the existing runway lights with similar new, more reliable LED fixtures, cable, and transformers.

Garver will also assist FYV in installing new pilot-controlled lighting equipment. This equipment will allow the Air Traffic Control Tower (ATCT) to set the airfield's lighting circuits to "pilot-controlled" when the ATCT closes each night. Currently, the lights at FYV remain on while the ATCT is closed from 10:00PM to 6:00AM. Once the pilot-controlled equipment is installed, the lights will turn off at 10:00PM and remain off unless a pilot is in the vicinity of the Airport and engages the lights with his/her radio.



 This system will **drastically reduce** the Airport's **monthly energy cost** to light the airfield.





Past Record of

Performance (20 pts)

Cost Control

Garver is committed to completing your projects within budget. As seasoned engineers, we realize our service to you is more than just a set of plans; we are your partner in meeting the needs of your airport users. Aggressive effort toward a thorough design and smooth construction means efficient design and quick construction, which gives the users of your airport reason to support future airport improvements.

Garver consistently completes work within the amount contracted for design phase services and works diligently with subcontractors and clients to minimize cost increases. Change orders can be an owner's nightmare. **We work to complete all contractual obligations within the original budget to avoid contract amendments, which can impact funding.**



Our experience with Garver has been a very positive one. Their ability and willingness to work with contractors and others have produced many creative and **cost-effective solutions** to many difficult challenges. I cannot imagine working with a more **professional** and **effective** group of people.

Christi Maggi
City of Clinton, MO



The table on the next page represents Garver's performance at FYV with regard to designing projects within the established project budget as well as using alternative design concepts to reduce project costs.





History of Cost Control at Fayetteville-Drake Field Airport

FYV PROJECT	Grants	Total Project Budget	Final Project Cost	% Difference
Terminal Apron Rehabilitation	ADA	\$523,000	\$513,577.28	-1.80%
Airfield Pavement Marking Rehabilitation	ADA	\$199,867	\$129,485	-35.21%
Airfield Roof Rehabilitation	ADA	\$75,170	\$74,930	-.32%
Taxiway Lighting Rehabilitation	FAA / ADA	\$275,255	\$276,290	.38%
Airfield Roof Rehabilitation-Insurance	Insurance Claim	\$458,000	\$416,316	-9.10%*
Taxiway B Widening	FAA / ADA	\$1,846,792	\$1,840,529	-.34%
Energy Assessment	FAA / ADA	\$28,600	\$27,600	-3.50%
Terminal Parking Lot Rehabilitation	ADA	\$135,900	\$81,555	-39.99%
SWPPP Development	None	\$5,000	\$5,000	0.00%
Pavement Marking Rehabilitation	ADA	\$143,300	\$137,936	-3.74%
TOTALS		\$3,690,884	\$3,503,220	-5.08%

*Savings from project retained by Airport

Quality of Work

Garver designs solutions that consider social, economic, and sustainable impacts to improve the quality of life in our community. We do not shy away from complexity or uniqueness, and we work with integrity throughout the entire project.

Every facet of our organization is intentionally designed to produce a quality project. This starts with our Quality Control Policy, which guides the development of our formal Quality Control Plan (QCP) for each project. The QCP includes internal procedures, scheduled milestones, anticipated problem areas, and check-off lists. Our Project Manager will personally administer the QCP for each project assigned to Garver, and team members individually sign the QCP to acknowledge their responsibility, all of which leads to quality work on our projects. We also have developed formal CADD standards for all of our work. These standards explicitly state our expectations of our CADD operators.



Garver's **commitment to quality** has been recognized with National Asphalt Association awards on the last three major runway projects in Northwest Arkansas.

Garver believes that for any project, proper checking procedures are the critical element in reducing the occurrence of errors and omissions in the plans. We therefore pledge to assign individuals that were not involved in the design or plan preparation process to perform detail checks of design, plans, and quantities. In this way, a fresh, critical eye will be brought to the table for checking purposes.





Ability to Meet Schedules and Deadlines

Garver has an excellent reputation for providing high-quality design, clear and consistent communication, and attention to performance schedules and budgets. Our excellent record of successfully completing projects on time is due to realistic project scheduling and our ability to foresee and mitigate potential obstacles during design and construction.

Before preparing plans and specifications, we determine what approach will best fulfill your needs and then design your project to do the job and be cost effective for its entire lifetime. Schedules and deadlines during the design phase are consistently met because of the number of fully trained, experienced airport engineering professionals and technicians we have available for your projects. We will diligently develop project scopes that minimize the risk of project amendments and will continually look at the big picture of the project needs. This diligence, combined with Garver’s successful record of dealing with and meeting the regulatory requirements, helps us deliver quality projects on time and within budget.

Comparable Current and Completed Projects of Key Personnel

As a client-oriented firm, Garver focuses its time and energy on delivering creative solutions, cost-effective services, and customer care. Our staff works hard to maintain its reputation. At Garver, we pledge our efforts to provide outstanding service to our clients through quality design, responsive management, and cost control.

We recognize that our reputation is not based on what we say about ourselves but on what our clients and peers say about us. We encourage you to contact any of our references listed below to verify the quality of our work and our ability to coordinate and deliver your project on time and within budget.

References for Work Performed in the Past Three Years

<p>Wyman Morgan <i>Administrative and Financial Director</i> Springdale Municipal Airport Commission Phone: 479-750-8152 Email: wmorgan@springdalear.gov</p>	<p>David Krutsch <i>Airport Manager</i> City of Rogers Phone: 479-631-1400 Email: dkrutsch@rogersar.gov</p>
<p>Judy McCutcheon <i>Airport Manager</i> Boone County Regional Airport Phone: 870-741-6954 Email: boonecountyairport@windstream.net</p>	<p>Kelly Johnson, A.A.E. <i>Airport Director</i> Northwest Arkansas National Airport Phone: 479-205-1422 Email: Kelly.Johnson@flyxna.com</p>






KEY PERSONNEL

Adam White, PE	Chris Maestri, EI
Mike Griffin, PE	Johney Boles
Ben Perea, PE	Seth Yancey, PE
Jared Parr, PE	Bart Gilbreath, PE,
Ryan Mountain, PWS	LEED AP

Rogers Executive Airport Runway Rehabilitation

ROGERS, AR

COST: \$5.3 million

DATES: 2014 – 2018

Garver provided planning, environmental, design, and construction phase services for the rehabilitation and strengthening of Runway 2-20 at Rogers Executive Airport. To limit the impact to airport tenants, the construction time frame for the project was limited to nine calendar days.

Garver’s construction staff worked with contractor personnel around the clock on 12-hour shifts to complete the project in eight days, 24 hours ahead of schedule.

Springdale Municipal Airport Runway Rehabilitation

SPRINGDALE, AR

COST: \$2.2 million

DATES: 2017 – 2018

Garver provided design and construction phase services for rehabilitation of Runway 18-36 and connector taxiways and rehabilitation of the runway electrical system and lighting. During design, Garver worked with area contractors to determine a realistic construction timeframe that minimized the construction downtime while maximizing the Airport’s planned funding. **The \$2.5 million project was completed one day ahead of schedule in December 2018.**



KEY PERSONNEL

Adam White, PE	Greg Thomas, EI
Jared Parr, PE	Seth Yancey, PE
Chris Maestri, EI	Bart Gilbreath, PE,
	LEED AP





KEY PERSONNEL

Adam White, PE

Boone County Regional Airport Roof Rehabilitation

HARRISON, AR

COST: \$105,000

DATES: 2016

During a rain event In 2016, Garver reviewed the existing FBO Hangar Facility at Boone County Regional. The FBO Hangar Facility includes two hangars and the FBO office space. During the rain event, water was visibly running down interior walls for leaks in the roofs. After the site visit, Garver assisted the Airport in developing a specification for a silicone roof coating to fix the roof leaks. Garver also assisted the Airport in obtaining bids and in applying for an ADA grant for the cost of the roof rehabilitation. **The rehabilitation was completed in September 2016 with no leaks reported to-date.**

Springdale Municipal Airport Fuel Farm Rehabilitation

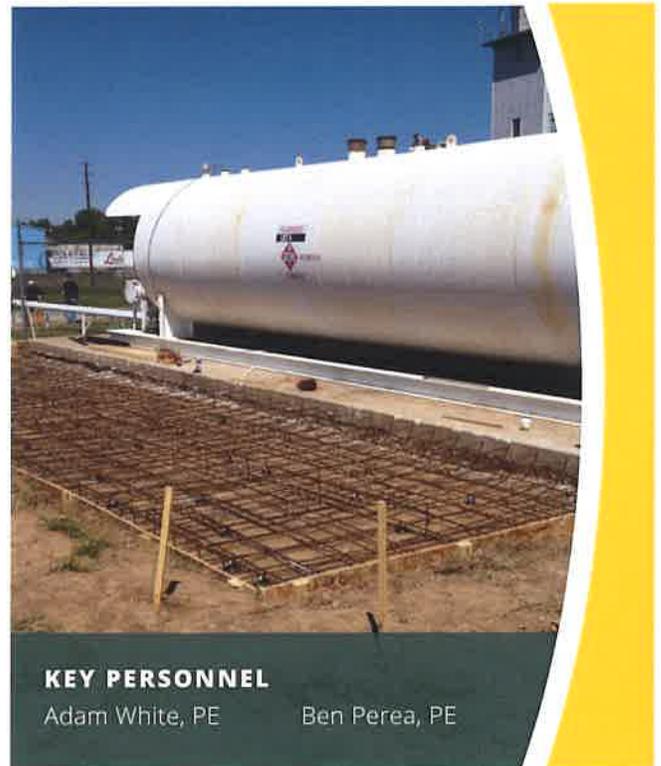
SPRINGDALE, AR

COST: \$154,000

DATES: 2014

Garver completed design, bidding, and construction management services for the demolition of an existing fuel farm at Springdale Municipal Airport. The project also included the expansion of another fuel farm on the airport. The expansion included the addition of a new 12,000 gallon JET A tank and the associated piping.

To lower construction costs, Garver worked with the manufacturer to utilize the existing offloading and pumping system for the new tank, allowing it to work parallel with the existing Jet A tank.

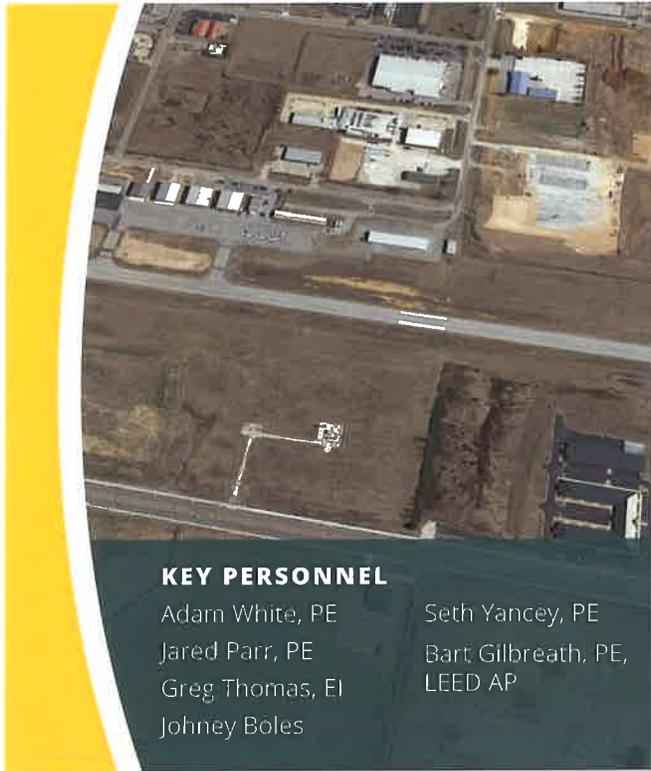


KEY PERSONNEL

Adam White, PE

Ben Perea, PE





Bentonville Municipal Airport West Taxiway Construction

BENTONVILLE, AR

COST: \$2.27 million

DATES: 2016 - 2018

Garver provided survey, design, bidding, and construction phase services for the construction of a west parallel taxiway at Bentonville Municipal Airport. The project included construction of approximately 3,800 linear feet of 35-foot-wide new parallel taxiway and runway connectors, installation of new taxiway edge lights, new airfield signage, associated earthwork, drainage, and other miscellaneous work.

Garver designed the project with two schedules and a deductive alternate to provide flexibility in order to adapt to unknown discretionary funding and uncertain bids.

KEY PERSONNEL

Adam White, PE

Seth Yancey, PE

Jared Parr, PE

Bart Gilbreath, PE,

Greg Thomas, EI

LEED AP

Johnney Boles

Northwest Arkansas National Airport Taxiway B Reconstruction

BENTONVILLE, AR

COST: \$16.9 million

DATES: 2018 - 2019

Taxiway B's connection to the ongoing runway reconstruction project created a sensitive situation for project design. To design the project in anticipation of the runway reconstruction's completion, Garver provided field surveys and incorporated multiple plans from ongoing projects into the "existing conditions" section to emulate what the contractor will see when the project begins construction. In addition, Garver regularly communicated with the airport to obtain all as-built information from on-going construction projects to incorporate this information into the design process.



KEY PERSONNEL

Adam White, PE

Jared Parr, PE

Ben Perea, PE

Quinton Smith, EI

Chris Maestri, EI

Seth Yancey, PE

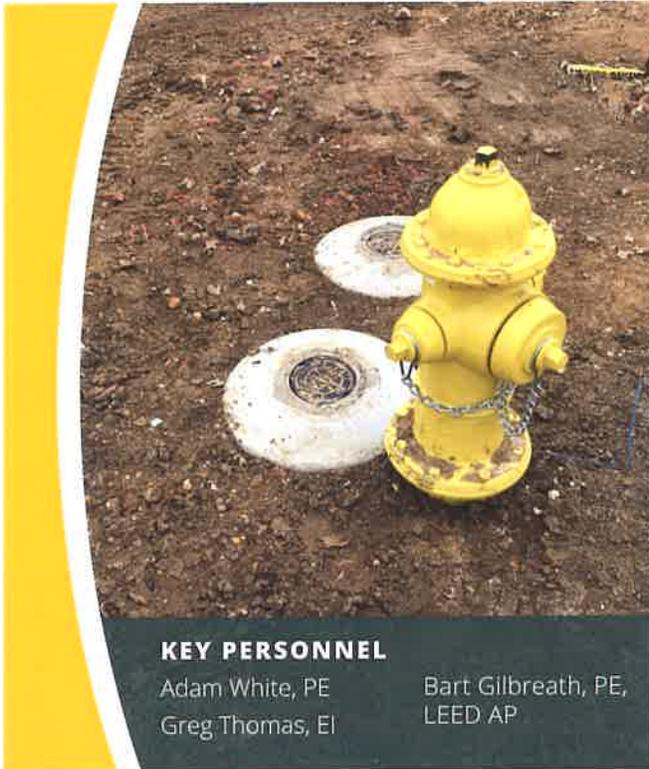
Greg Thomas, EI

Bart Gilbreath, PE,

Cassie Schmidt

LEED AP





Bentonville Municipal Airport Hangar Infrastructure

BENTONVILLE, AR

COST: \$92,456
DATES: 2016 – 2018

In 2016, Garver assisted Bentonville Municipal Airport in a new West Parallel Taxiway project that opened up over 20 acres of airport property to new hangar development. During the project, Garver worked with the City of Bentonville to develop a utility master plan for the area. Once complete, Garver assisted the City with design, bidding, and construction phase services for a project to begin bringing water, sewer, electric, and gas utility service to the first hangars to be completed on the west side of the airfield. In all, the utility extensions will serve up to six new hangar facilities, with two already complete.

KEY PERSONNEL

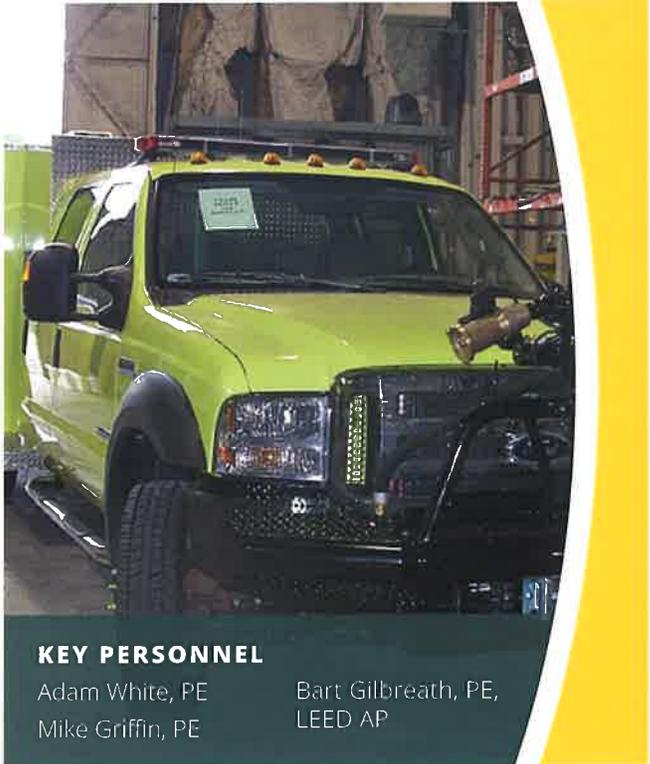
Adam White, PE Bart Gilbreath, PE,
Greg Thomas, EI LEED AP

Boone County Regional Airport Part 139 Upgrades

HARRISON, AR

COST: \$1.2 million
DATES: 2006 – 2007

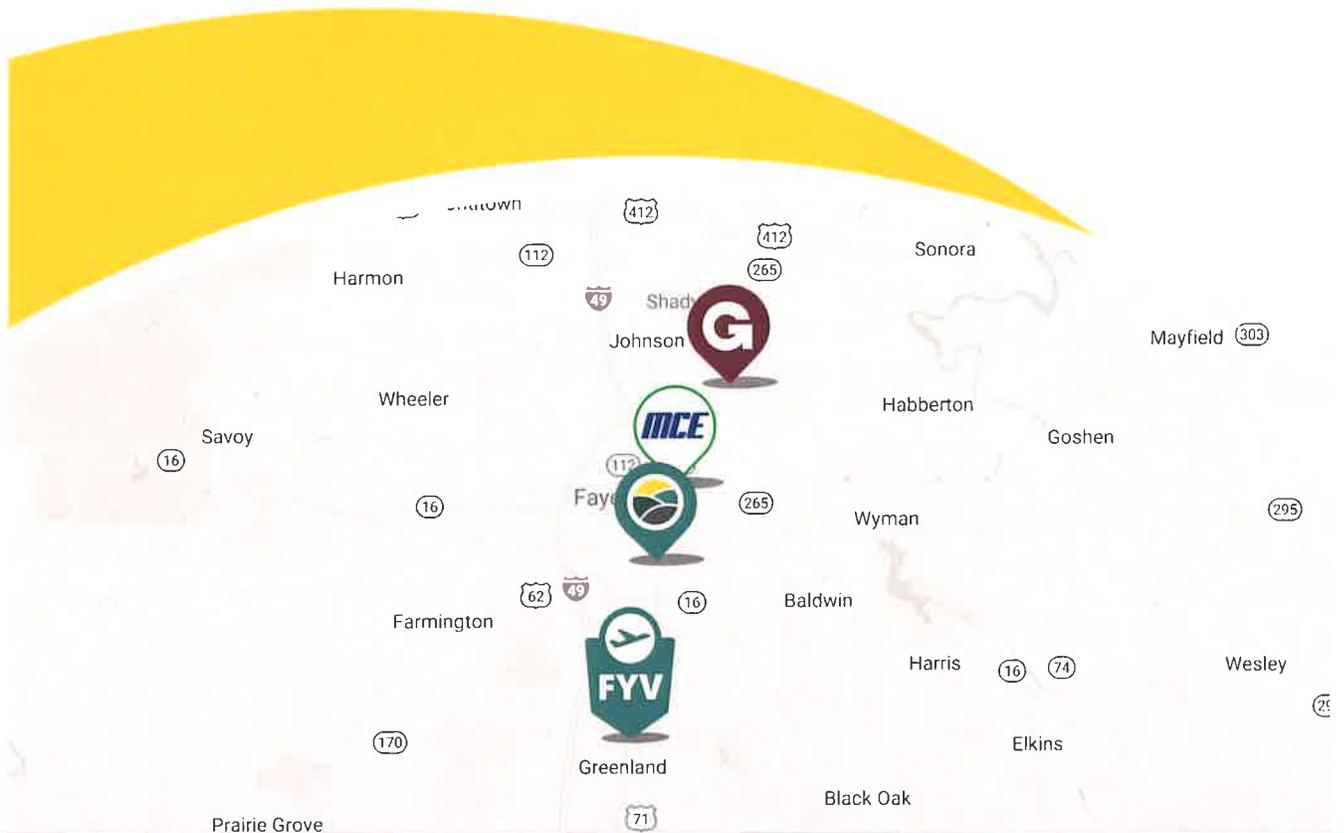
Garver assisted Boone County Regional Airport in purchasing an ARFF vehicle during the Part 139 upgrades project. This project also included rehabilitating approximately 2,600 square yards of general aviation apron pavement, installing perimeter fencing, installing approximately 3,000 linear feet of underdrain pipe, and rehabilitating the runway lighting system with approximately 150 high-intensity lights.



KEY PERSONNEL

Adam White, PE Bart Gilbreath, PE,
Mike Griffin, PE LEED AP





Proximity and Familiarity (20 pts.)

Proximity

A benefit of selecting Garver for your upcoming improvements is the proximity of our Fayetteville office, which will provide engineering services. **As illustrated above**, Garver is conveniently located within 15 minutes of the Airport. Our team of professionals is accessible and available to respond quickly to your requests and to represent your interests.

An important advantage to our location is the opportunity for your staff to communicate “face to face” with their consultant. Rapid response and on-site communication will be critical elements when addressing project needs and inquiries from staff, airport board, city council, and citizens.

Familiarity

Another major benefit of selecting the Garver Team for your improvements is our familiarity with your airport and the surrounding area through previous project experience. Collectively, **the Garver Team has completed over 120 projects at FYV**. The map on the following page details our team’s most recent experience at Fayetteville-Drake Field Airport.



We won’t need to be brought “up to speed” on your airfield’s infrastructure. **We have the familiarity needed to immediately begin** on your upcoming improvement projects.



The Garver Team has completed the following project at FYV:



1. Taxiway B Rehab & Widening
2. Beacon Improvement
3. Taxiway Lighting Rehabilitation
4. Wind Cone Relocation
5. Roof Rehabilitations (six buildings)
6. Terminal Apron Rehabilitation
7. Terminal Roof Rehabilitation & HVAC Upgrade
8. Runway Markings Rehabilitation
9. Terminal Parking Lot Rehabilitation
10. Taxiway E
11. Taxiway A
12. West General Aviation Apron
13. Highway 71 Relocation
14. Fuel Farm
15. Air Traffic Control Tower
16. Lancaster Drive
17. Executive Hangars (U of A, FBO)
18. East General Aviation Apron and Hangars
19. Taxiway D Extension
20. Runway Rehabilitation
21. USDA Forest Service Taxiway Extension
22. Taxiway Rehabilitation



Appendix A: Key Personnel

At Garver, our reputation is built upon our core values, our dedication to quality work, and our outstanding staff. Garver operates on four core values--honor, integrity, respect, and trust--and our staff strives to meet these standards in every activity that we pursue, from communicating with clients, contractors, and stakeholders to pursuing the highest quality result in every project. We support these values by building core competencies among our team members in performance, professionalism, teamwork, accountability, awareness, communication, and passion. **Garver is dedicated to outstanding competence and professionalism, and we have a record of providing responsible cost control, quality planning and design, and responsive management.**

The organizational chart on the following page lists the Garver Team's key personnel who will assist the City of Fayetteville with its upcoming improvements. Immediately following, we provide resumes detailing the experience and qualifications of key personnel.

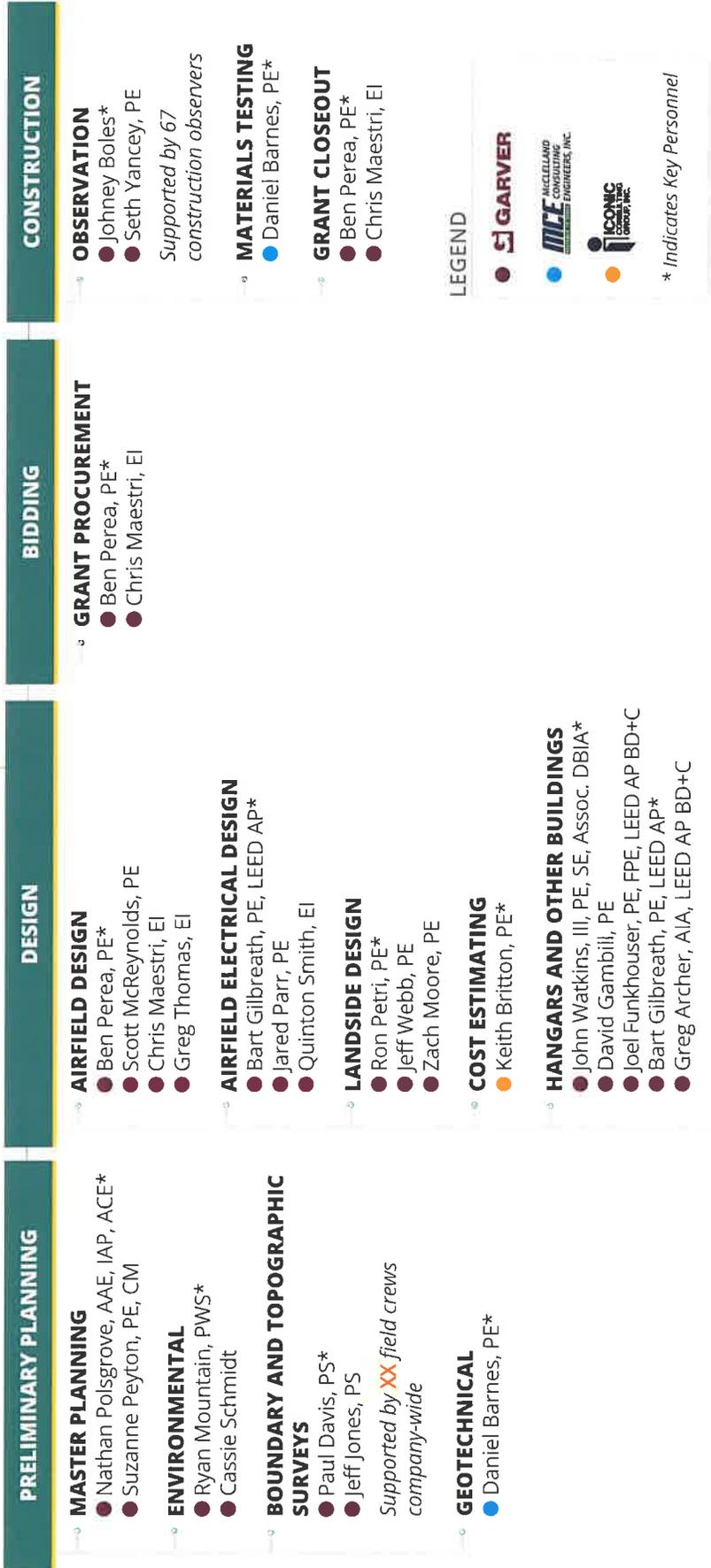


The Garver Team has the expertise and **will deliver** the responsive service you deserve. Our team will initiate, oversee, and complete your airfield projects while following the procedures, guidelines, and criteria dictated by your airport and the FAA.



PROJECT MANAGER
Adam White, PE*

PRINCIPAL IN CHARGE
Mike Griffin, PE*





PROJECT MANAGER
Adam White, PE



Adam White is a senior project manager on Garver’s Aviation Team and serves as the team leader for the Northwest Arkansas Aviation Team. He has 14 years experience specializing in design, evaluation, and maintenance of airfield pavements. Adam’s responsibilities include airport design, project management, construction management, airport master planning, coordination with commercial service and general aviation clients, coordination with the FAA, and writing specifications. His project experience includes construction of runways, taxiways, aprons, hangars, perimeter fencing, parking lots, ARFF Stations, and terminals. Adam also has experience in developing green field airports, having worked on the development of four such airports. He also specializes in pavement rehabilitation and has inspected over 10 million square feet of airport pavement.

EDUCATION

B.S., Civil Engineering

REGISTRATION

Professional Engineer,
AR, 15425

EXPERIENCE

- Northwest Arkansas National Airport Taxiway B Reconstruction | Bentonville, AR**
- Rogers Executive Airport Runway Rehabilitation | Rogers, AR**
- Springdale Municipal Airport Runway Rehabilitation | Springdale, AR**



PRINCIPAL IN CHARGE
Mike Griffin, PE



Mike Griffin is a senior vice president and director of aviation with 35 years of engineering experience. Mike’s responsibilities include coordinating the efforts of 80 full-time aviation personnel in 14 regional offices. He is familiar with the requirements and directives of the FAA and various state aeronautics grant programs, and he regularly compiles projects to adapt to funding requirements and availability. As a presenter at FAA conferences, Mike is well versed in FAA advisory circulars and guidelines. He has provided project management and QA/QC for the planning, design, and construction oversight of seven new greenfield airports and over \$1 billion in air carrier and GA airport improvements. **Mike is an instrument-rated pilot with more than 1,900 flight hours.**

EDUCATION

B.S., Civil Engineering

REGISTRATION

Professional Engineer,
AR, 7144
Instrument Rated Pilot

EXPERIENCE

- George Bush Intercontinental Airport Reconstruction of Taxiways RA, RB, SA, and SB | Houston, TX**
- Rogers Executive Airport Runway Rehabilitation | Rogers, AR**
- Clinton National Airport Taxiway C Reconstruction | Little Rock, AR**





MASTER PLANNING

Nathan Polsgrove, A.A.E., IAP, ACE



Nathan Polsgrove is an aviation planning leader on Garver’s Aviation Team with 15 years experience in the development and implementation of Airport Master Plans, Airport Layout Plans, business/strategic plans, airport policies, and capital improvement planning. Prior to joining Garver, he spent 13 years in the airport management industry in a variety of management and leadership positions at both general aviation and commercial service airports. Nathan served as the airport manager for the Williamsburg-Whitley County Airport in Williamsburg, Kentucky after graduating from Eastern Kentucky University. After which, he held an 11 year tenure with the San Antonio Airport System, holding such titles as airport operations supervisor, interim airport operations manager, and chief strategy and development officer. **Nathan is an instrument rated pilot with over 200 flight hours.**

EDUCATION:

M.B.A.
B.S., Aviation Administration

REGISTRATION

American Association of Airport Executives
International Airport Professional
Instrument Rated Pilot

EXPERIENCE

- Fort Smith Regional Airport PFC Program | Fort Smith, AR
- Rogers Executive Airport Runway Extension Feasibility Study | Rogers, AR
- Abilene Regional Airport Master Plan | Abilene, TX



ENVIRONMENTAL

Ryan Mountain, PWS



Ryan Mountain is a senior environmental scientist/specialist at Garver with 20 years of experience in environmental services and project management. His responsibilities include managing special environmental studies for Garver’s aviation team, including authoring and co-authoring NEPA documents; agency coordination; threatened and endangered species survey coordination; Industrial SWPPP permits; SPCC plan development; Phase I environmental site assessments; Section 404 permitting; wetland delineations; detailed wetland and stream mitigation planning and specifications; and biological evaluations and habitat assessments.

EDUCATION

B.S., Fisheries & Wildlife Management

REGISTRATION

Professional Wetland Scientist, 2745

EXPERIENCE

- ArDOT Connecting Arkansas Program | Statewide, AR
- Muhlenberg County Airport Runway 06-24 Environmental Assessment | Greenville, KY
- Jack Brooks Regional Airport Airfield Environmental Assessment | Beaumont, TX





**AIRFIELD DESIGN
GRANT PROCUREMENT / CLOSEOUT
Ben Perea, PE**



Ben Perea is a project manager on Garver's Aviation Design Team with nine years of experience. His responsibilities include assisting with preliminary and final design, construction safety plans, bidding, and construction phase services. Ben's project experience includes runways, taxiways, aprons, hangars, signage, access roads, drainage and grading, site investigation, and airport layout plans.

EXPERIENCE

- Springdale Municipal Airport Fuel Farm Rehabilitation | Springdale, AR
- Siloam Springs Municipal Airport Taxiway Construction | Siloam Springs, AR
- Northwest Arkansas National Airport Taxiway B Reconstruction | Bentonville, AR
- Fayetteville-Drake Field Airport Terminal Apron Rehabilitation | Fayetteville, AR

EDUCATION

M.S., Civil Engineering
B.S., Civil Engineering
B.S., Mathematics

REGISTRATION

Professional Engineer,
AR, 17181



**AIRFIELD ELECTRICAL DESIGN
Bart Gilbreath, PE, LEED AP**



Bart Gilbreath is a senior project manager and electrical leader on Garver's Aviation Team with 15 years of commercial and general aviation project design and management experience. He has managed and/or designed over \$600 million of airfield and aviation related projects. Bart is actively involved with reviewing and improving FAA standards with respect to airfield and landside construction projects. He works alongside other Garver aviation electrical staff members to provide feedback to the FAA on how to improve the FAA Advisory Circulars (ACs) and assist in bringing the ACs more into agreement with the National Electric Code. One of these recommendations that Bart was involved with was the FAA's method for lighting the new pavement fillet design.

EXPERIENCE

- Rogers Executive Airport Runway Rehabilitation | Rogers, AR
- Springdale Municipal Airport Fuel Farm Rehabilitation | Springdale, AR
- Bentonville Municipal Airport Hangar Infrastructure | Bentonville, AR
- Fayetteville-Drake Field Airport Taxiway Lighting Rehabilitation | Fayetteville, AR

EDUCATION

M.S., Electrical
Engineering
B.S., Electrical
Engineering

REGISTRATION

Professional Engineer,
AR, 13836
LEED Accredited
Professional, 10097104





LANDSIDE DESIGN
Ron Petri, PE



Ron Petrie is a senior project manager on Garver’s Transportation Team with 29 years of engineering experience. His responsibilities include managing the local government transportation team, which involves team member management, project quality control, and client representation at public meetings.

His previous experience includes serving as the City of Fayetteville’s city engineer, managing a staff of 22 employees with an operating budget of \$1.2 million and an average yearly capital improvement budget of \$10.2 million for transportation, drainage, and water and sewer infrastructure improvements. His responsibilities included representing engineering issues at the city council, street committee, and water and sewer committee meetings as well as to the public and local media.

EXPERIENCE

- Northwest Arkansas National Airport Access Road | Bentonville, AR**
- Fayetteville Spring Street Parking Deck | Fayetteville, AR**
- Fayetteville Regional Park (Kessler Mountain Regional Park) | Fayetteville, AR**

EDUCATION
B.S., Civil Engineering

REGISTRATION
Professional Engineer,
AR, 9113



COST ESTIMATING
Keith Britton, PE



Keith Britton has 18 years of experience in civil infrastructure projects. Keith’s engineering experience encompasses maintenance engineering, civil site design, hydrologic analysis, water and wastewater design, geometric highway design, right-of-way acquisition, travel demand modeling, design/project forecasting, drainage improvements, conceptual designs, steel structural design and preparation of construction plans & specifications. In addition, Mr. Britton has experience in providing construction support services, in managing and reviewing contractor submittals, such as, shop drawings and details.

EXPERIENCE

- Rogers Executive Airport Cost Estimating | Rogers, AR**
- Northwest Arkansas National Airport Drainage Design and Construction Observation | Bentonville, AR**
- Dallas Fort Worth International Airport Landside Roadway Rehabilitation | Dallas, TX**

EDUCATION
B.S., Civil Engineering

REGISTRATION
Professional Engineer,
AR, 15566





HANGARS AND OTHER BUILDINGS

John Watkins, III, PE, SE, Assoc. DBIA



John Watkins is a Vice President, Director of Facilities Design, and Structural Engineering Resource Leader with 34 years of experience. John's responsibilities include design quality control and coordinating architectural, civil, structural, electrical, and mechanical design for government, industrial and commercial buildings and water-bearing structures. His project experience includes structural analysis and design for aircraft hangars, treatment plants, parking structures, warehouses, manufacturing facilities, office buildings, educational facilities, and pedestrian bridges. Building systems design includes steel framing, reinforced concrete, reinforced masonry, PEMB, CMU, and steel stud construction. John's experience includes structural design in high-seismic regions of northeastern Arkansas and western Tennessee.

EDUCATION

B.S., Civil Engineering,
Structural Emphasis

REGISTRATION

Professional Engineer,
AR, 7616

Structural Engineer,
AZ, 41888

Associate DBIA, 125731

EXPERIENCE

- Clinton National Airport Terminal Ramp Expansion and Rehabilitation | Little Rock, AR
- Clinton National Airport Drainage Improvements | Little Rock, AR
- South Arkansas Regional Airport Terminal Structural Investigation | El Dorado, AR



QUALITY CONTROL, MATERIALS TESTING

Daniel Barnes, PE



Daniel Barnes is the President of MCE-Fayetteville with 18 years of experience. In this position, he is responsible for the overall management of a wide variety of the office's ongoing public works projects. This entails contracting, scheduling, budgeting and expediting the engineering, surveying and laboratory project aspects of these assignments. In addition to his management duties, Mr. Barnes has several years of experience in hands-on planning, design and construction administration of aviation projects and his expertise includes project planning, funding assistance and project design.

EDUCATION

B.S., Civil Engineering

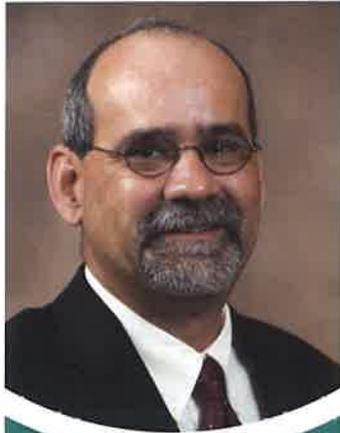
REGISTRATION

Professional Engineer,
AR, 12708

EXPERIENCE

- Fayetteville-Drake Field Airport Environmental Due Diligence Audit | Fayetteville, AR
- Highway 71 Relocation | Fayetteville, AR





BOUNDARY AND TOPOGRAPHIC SURVEYS **Paul Davis, PS**



Paul Davis is a senior project surveyor with 40 years of surveying experience. He also serves as Garver’s survey standards manager responsible for overseeing survey quality and consistency throughout all Garver offices. Paul’s responsibilities include supervising field crews and office personnel, collecting and processing data, using Carlson software with Trimble Data collectors, providing deed line delineation and plats for boundary surveys, creating topographic survey maps using InRoads for MicroStation, and preparing maps and descriptions for acquisition documents related to roadway and utility improvements. His project experience includes performing construction staking, topographic, location, and boundary surveys.

EDUCATION
A.S., Surveying

REGISTRATION
Professional Surveyor,
AR, 0969

EXPERIENCE

Boone County Regional Airport Access Road Construction | Harrison, AR
Clarksville Municipal Airport Runway Rehabilitation | Clarksville, AR
City of Fayetteville On-Call Water Services Contract | Fayetteville, AR



CONSTRUCTION OBSERVATION **Johney Boles**



Johney Boles is a senior construction inspector on Garver’s Construction Services Team with 39 years of experience. Johney’s responsibilities include inspecting that contractors and subcontractors are working in accordance with plans and specifications. Additional experience includes scheduling crews, right-of-way acquisitions, job costs, and estimates. He has experience in projects involving roadway and airfield construction, utility relocations, drainage structures, overhead electric transmission lines, power substations, and water/sewer installation.

REGISTRATION
CTTP Basic Aggregates
Technician, 3619
OSHA 30-hour
Construction Safety
and Health

EXPERIENCE

Rogers Executive Airport Runway Rehabilitation | Rogers, AR
Fayetteville-Drake Field Airport Taxiway B Reconstruction | Fayetteville, AR
Bentonville Municipal Airport West Taxiway Construction | Bentonville, AR





RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 20-03, Aviation Engineering Services

DEADLINE: Tuesday, February 25, 2020 before 2:00:00 PM, local time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday January 27, 2020

REQUEST FOR STATEMENT OF QUALIFICATION
RFQ 20-03, Aviation Engineering Services

No late qualifications will be accepted. RFQ'S shall be submitted in sealed envelopes labeled "RFQ 09-06, Aviation Engineering Services" with the name and address of the Proposer.

RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Garver, LLC

Contact Person: Adam White Title: Senior Project Manager

E-Mail: ATWhite@GarverUSA.com Phone: 479-287-4635

Business Address: 2049 E. Joyce Blvd., Suite 400

City: Fayetteville State: Arkansas Zip: 72703

Signature: *Adam White* Date: February 25, 2020

City of Fayetteville
RFQ 20-03, Aviation Engineering Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Garver, LLC

NUMBER OF YEARS IN BUSINESS: 101 HOW LONG IN PRESENT LOCATION: 23 years

TOTAL NUMBER OF CURRENT EMPLOYEES: 707 FULL TIME 39 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME ***TBD based on the scope of services required to complete tasks.**

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Springdale Municipal Airport Commission
COMPANY NAME

Springdale, AR, 72764
CITY, STATE, ZIP

Wyman Morgan, Admin and Financial Services Director
CONTACT PERSON

479-750-8152
TELEPHONE

479-750-8559
FAX NUMBER

wmorgan@springdalear.gov
E-MAIL ADDRESS

2. Boone County Regional Airport
COMPANY NAME

Harrison, AR 72602
CITY, STATE, ZIP

Judy McCutcheon, Airport Manager
CONTACT PERSON

870-741-6954
TELEPHONE

870-741-5526
FAX NUMBER

boonecountyairport@windstream.net
E-MAIL ADDRESS

3. City of Rogers
COMPANY NAME

Rogers, AR 72756
CITY, STATE, ZIP

David Krutsch, Airport Manager
CONTACT PERSON

479-631-1400
TELEPHONE

479-631-1128
FAX NUMBER

dkrutsch@rogersar.gov
E-MAIL ADDRESS

4. Northwest Arkansas National Airport
COMPANY NAME

Bentonville, AR 72713
CITY, STATE, ZIP

Kelly Johnson, Airport Director
CONTACT PERSON

479-205-1422
TELEPHONE

479-205-1001
FAX NUMBER

Kelly.Johnson@flyxna.com
E-MAIL ADDRESS

1. Disclosure Information

Proposer shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

 X 1) NO KNOWN RELATIONSHIP EXISTS

 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: Garver, LLC

Name of Primary Contact: Adam White

Title of Primary Contact: Senior Project Manager

Phone#1 (cell preferred): 479-747-1991 (cell) Phone#2: 479-287-4635 (office)

E-Mail Address: ATWhite@GarverUSA.com

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

4. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

4. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Adam White, PE

COMPANY: Garver, LLC

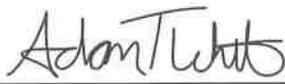
PHYSICAL ADDRESS: 2049 E. Joyce Blvd; Suite 400, Fayetteville, AR 72703

MAILING ADDRESS: 2049 E. Joyce Blvd; Suite 400, Fayetteville, AR 72703

PHONE: 479-287-4635 FAX: 479-527-9101

E-MAIL: ATWhite@GarverUSA.com

Signed by :

SIGNATURE: 

PRINTED NAME : Adam White, PE

TITLE: Senior Project Manager

DATE: February 25, 2020

2.) PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR STATEMENT OF QUALIFICATIONS:

- a) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true;

Garver, LLC

Name of Firm

Michael G. Griffin

Printed Name



Signature

Senior Vice President

Title

February 25, 2020

Date

All bidders/proposers are required to provide the following information and for all DBE and non-DBE subcontractors, who provided a proposal, bid, or quote on this project and shall be submitted with their bid/proposal in order to be considered as a 'responsible' bidder/proposer.

The purpose of collecting this information is to comply with requirements at federal regulation 49CFR part 26.11(c) to maintain and update a Bidders List to assist in the overall annual goal DBE goal setting process.

Firm Name: McClelland Consulting Engineers, Inc. Phone: 479.443.2377

Address: 1810 N. College Avenue Fax: 479.443.9241

Fayetteville, AR 72703 Email: dbarnes@mce.us.com

Contact Person: Daniel Barnes, PE

Is the firm currently certified as a DBE with the Arkansas Unified DBE Program? YES NO

Type of work/services/materials provided by firm:

Civil Engineering
Geotechnical Engineering/Construction Materials Testing
Surveying Services
Land Development/Landscape Architecture

What were your firm's Gross Annual receipts for last year?

Less than \$1 Million Less than \$5 Million Less than \$10 Million

Less than \$15 Million More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non- DBEs) information.

All bidders/proposers are required to provide the following information and for all DBE and non-DBE subcontractors, who provided a proposal, bid, or quote on this project and shall be submitted with their bid/proposal in order to be considered as a 'responsible' bidder/proposer.

The purpose of collecting this information is to comply with requirements at federal regulation 49CFR part 26.11(c) to maintain and update a Bidders List to assist in the overall annual goal DBE goal setting process.

Firm Name: ICONIC Consulting Group, Inc. Phone: 214-924-6500
Address: 1701 Centerview Drive, Suite 117 Fax: 214-705-3769
Little Rock, AR 72211 Email: keith.britton@iconiccg.com
Contact Person: Keith M. Britton

Is the firm currently certified as a DBE with the Arkansas Unified DBE Program? YES NO

Type of work/services/materials provided by firm:
civil engineering and construction support services

What were your firm's Gross Annual receipts for last year?

- Less than \$1 Million Less than \$5 Million Less than \$10 Million
 Less than \$15 Million More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non- DBEs) information.



2049 E. Joyce, Blvd., Suite 400
 Fayetteville, AR 72703
 Phone: 479-527-9100
 Fax: 479-527-9101
 GarverUSA.com

Project No. RFQ 20-03

DBE ASSURANCE STATEMENT/LETTER OF INTENT

RESPONDENT:

Name of Firm: Garver, LLC

Address: 2049 E. Joyce Blvd., Suite 400

City: Fayetteville State: AR Zip: 72703

Telephone: 479-527-9100

DBE:

Name of Firm: ICONIC Consulting Group, Inc.

Address: 1701 Centerview Drive, Suite 117

City: Little Rock State: AR Zip: 72211

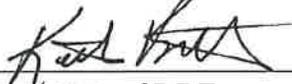
Description of work to be performed by DBE:

Cost estimating services for upcoming projects.

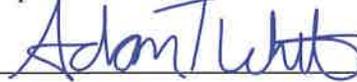
The Respondent is committed to utilizing the above-named DBE for the work described above. The dollar value will be dependent on the specific project(s).

AFFIRMATION

The above-named DBE affirms that it will perform the portion of the proposal as stated above.

By:  02/19/2020 Keith M. Britton, President
 Signature of DBE Date Name and Title

The above-named Proposer affirms that it will use the DBE Firm for the services as stated above for this proposal.

By:  02/19/2020 Adam T. White, Senior Project Manager
 Signature of Respondent Date Name and Title





APPENDIX A-1

TASK ORDER 01 AIRPORT ON-CALL SERVICES

This TASK ORDER 01 (“Task Order”) is made as of _____, 2020 by and between the **CITY OF FAYETTEVILLE** and **GARVER, LLC**, (hereinafter referred to as “**GARVER**”) in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL SERVICES executed on _____ (the “Agreement”).

SECTION 1 - SCOPE OF SERVICES

GARVER will provide on-call professional engineering and surveying services for Fayetteville – Drake Field Airport (FYV). GARVER will perform duties as directed by the CITY OF FAYETTEVILLE and agreed to by GARVER. Work beyond the not to exceed amount below is considered extra work.

SECTION 2 – PAYMENT

For the Services described under SECTION 1 – SCOPE OF 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 (may include contract staff classified at Garver’s discretion) 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 not to exceed cost for these services is \$20,000. Except for additional costs incurred by delays or escalation provisions herein, the actual total fee may not exceed this estimate without a formal contract amendment approved by the CITY OF FAYETTEVILLE. For informational purposes, a breakdown of GARVER’s current hourly rates for each employee classification is included in Exhibit A-1. Hourly rates will be escalated approximately 4% annually starting July 1, 2021.

Expenses other than salary costs that are directly attributable to performance of our 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.

SECTION 3 – APPENDICES

- 3.1 The following Appendices are attached to and made a part of this Work Order:
3.1.1 Exhibit A – Base Rate Schedule



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 – APPENDICES AND 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: Michael J. Griffin
Michael J. Griffin

ATTEST:

By: _____
City Clerk

Title: Senior Vice President



Exhibit A-1

**Aviation On-Call Services
Base Hourly Rate Schedule**

Classification	Rates
Engineers / Architects	
E-1.....	\$ 36.72
E-2.....	\$ 42.64
E-3.....	\$ 51.57
E-4.....	\$ 60.29
E-5.....	\$ 73.55
E-6.....	\$ 90.40
E-7.....	\$ 120.20
Planners / Environmental Specialist	
P-1.....	\$ 44.22
P-2.....	\$ 55.59
P-3.....	\$ 69.11
P-4.....	\$ 77.25
P-5.....	\$ 89.30
P-6.....	\$ 101.95
P-7.....	\$ 123.20
Designers	
D-1.....	\$ 34.28
D-2.....	\$ 40.04
D-3.....	\$ 47.79
D-4.....	\$ 55.59
Technicians	
T-1.....	\$ 26.78
T-2.....	\$ 33.92
T-3.....	\$ 41.37
Surveyors	
S-1.....	\$ 16.48
S-2.....	\$ 21.68
S-3.....	\$ 29.18
S-4.....	\$ 41.92
S-5.....	\$ 55.59
S-6.....	\$ 63.24
2-Man Crew (Survey).....	\$ 63.60
3-Man Crew (Survey).....	\$ 80.08
2-Man Crew (GPS Survey).....	NA
3-Man Crew (GPS Survey).....	NA
Construction Observation	
C-1.....	\$ 32.34
C-2.....	\$ 41.62
C-3.....	\$ 50.95
C-4.....	\$ 62.62
Management/Administration	
M-1.....	\$ 123.20
X-1.....	\$ 21.02
X-2.....	\$ 28.56
X-3.....	\$ 39.78
X-4.....	\$ 50.75
X-5.....	\$ 62.22
X-6.....	\$ 77.00
X-7.....	\$ 92.70