

624



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Economic Development Agency

SUBMITTAL DATE:
July 08, 2009

SUBJECT: French Valley Airport Security Fencing & Gate Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute the attached contract between the County of Riverside and Mead & Hunt, Inc. for the Security Fencing & Gate Design and Construction Management Services Contract at the French Valley Airport;
2. Authorize the Chairman to Approve the Bid Documents for the Security Fencing & Gate Project upon County Counsel Approval;
3. Authorize the Clerk of the Board to advertise for bids for Construction of Airport Improvements upon County Counsel Approval of the Bid Documents; and
4. Delegate Change Order authority to the Assistant County Executive Officer/EDA or designee in accordance with Board Policy B-11.

BACKGROUND: The purpose of the project is to install security gates and fencing at French Valley Airport to meet current Federal Aviation Administration (FAA) security standards. The FAA has offered a grant to the County of Riverside Economic Development Agency - Aviation Division for the French Valley Airport Security Fence and Gate project.

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 125,500	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:

SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Program (AIP) Grant Funds; California Department of Transportation Grant Funds; and Aviation Division Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

- Dep't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

FORM APPROVED COUNTY COUNSEL

BY:
NEAL R. KIPNIS DATE: _____
Departmental Concurrence

Prev. Agn. Ref.: N/A

District: 3

Agenda Number:

ATTACHMENTS FILED

WITH THE CLERK OF THE BOARD

3.27

BACKGROUND Continued:

In order to guarantee project funding for the FAA grant, the proposed project must be designed and authorized to bid prior to the end of the FAA fiscal budget year in October 2009. Given the expedited nature and availability of funds of this federal grant and due to summer Board schedule, EDA recommends the Board of Supervisors approve the design contract, authorize the Chairman to approve the bid documents and authorize the Clerk to advertise for bids upon County Counsel approval of the bid documents.

CONSULTING SERVICES AGREEMENT
AT FRENCH VALLEY AIRPORT
FOR
SECURITY FENCING AND GATES PROJECT
BY AND BETWEEN
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
AND
MEAD & HUNT, INC.

This Agreement is made and entered into this ____ day of _____, 2009, by and between the RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY, a public body corporate politic in the State of California (hereinafter "AGENCY"), and MEAD AND HUNT, INC., (hereinafter "CONSULTANT").

WHEREAS, the proposed services provided in this Agreement are necessary to construct security improvements, critical to the safe operation of the airport.

WHEREAS, the AGENCY has selected CONSULTANT to provide services based on Request for Proposal (RFP) for Airport Consulting Services; and

WHEREAS, CONSULTANT is uniquely qualified based on their prior knowledge by completing other Construction Projects for French Valley Airport; and

WHEREAS, CONSULTANT has agreed to provide such services to AGENCY.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: CONSULTANT shall provide all services, for the design of security fencing and gate installation, at the French Valley Airport, as outlined and specified in Exhibit A, which is attached hereto and by this reference incorporated herein.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the AGENCY that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance upon date of execution of this Agreement and complete performance within Six (6 months). CONSULTANT will diligently and responsibly pursue the performance of the services required of it by this Agreement through project completion unless the work is altered by written amendment(s) pursuant to Section 14, or terminated as specified in Section 9. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. COMPENSATION: The AGENCY shall pay the CONSULTANT for services performed and expenses incurred in accordance with Exhibit A, Scope of Service. CONSULTANT shall be paid an amount not to exceed One Hundred Twenty-Five Thousand Five Hundred Dollars (\$125,500) for Engineering, Design, Bidding, and Construction Engineering Services. CONSULTANT shall submit invoices monthly to the AGENCY for progress payments based on work completed to date.

4. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any

manner, an employee or agent of the AGENCY. Personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Service in accordance with Prevailing Wage requirements of Labor Code §1771, and any other applicable law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. CONSULTANT and its employees and agents shall maintain professional licenses required by the laws of the State of California at all times while performing services.

5. INDEMNIFICATION

5.1 The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:

- a. All liability, including but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligent, reckless, or intentional act, error, or omission, of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of professional services under this Agreement; and
- b. All liability, including but not limited to, loss, suits, damage, claims and demands, based upon any alleged or actual act, error, omission or occurrence of CONSULTANT, its directors, officers, partners, employees, agents, or representatives or any person or

organization for whom CONSULTANT is responsible, arising out of, in connection with, resulting from condition created by CONSULTANT, or caused by the CONSULTANT's performance or failure of performance of any work or services, other than professional services covered under Section 'a' above, under this Agreement.

5.2 As respects each and every indemnification herein, CONSULTANT shall reimburse, at its sole expense, all costs and fees including but not limited to reasonable attorney fees, cost of investigation, defense, and settlements or awards against the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

5.3 With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action of claim without prior consent of Agency; provided, however, that any such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification as set forth herein.

5.4 CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

5.5 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligation to indemnify and hold harmless Indemnitees from third party claims.

5.6 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

interpretation shall not relieve the CONSULTANT from indemnifying the Agency to the fullest extent allowed by law.

6. INSURANCE: Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:

6.1 Workers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the AGENCY and County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

6.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the AGENCY, County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as an Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate

limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY, County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents, or representatives as an Additional Insured.

6.4 Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

6.5 General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the AGENCY Risk Manager. If the AGENCY'S Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed

\$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the AGENCY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to the AGENCY, at the election of the AGENCY'S Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the AGENCY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

- c. The CONSULTANT shall cause their insurance carrier(s) to furnish the AGENCY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the AGENCY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the AGENCY prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the AGENCY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

CONSULTANT shall not commence operations until the AGENCY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

- d. It is understood and agreed by the parties hereto and the CONSULTANT'S insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the AGENCY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
 - e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's required herein, if, in the AGENCY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate. Consultant may terminate this Agreement if it deems that any increase in the amount of insurance required herein is unreasonable.
 - f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement
7. COOPERATION BY AGENCY: All information, data, reports, records, and maps as are existing, available to the AGENCY and necessary for carrying out the work described shall be furnished to CONSULTANT without charge by the AGENCY. The AGENCY shall cooperate with CONSULTANT as appropriate to facilitate, without undue delay, the work to be performed under this Agreement.

8. AUTHORITY OF CONSULTANT: CONSULTANT and its agents, servants, employees and subcontractors shall act at all times in an independent capacity during the term of this agreement, and shall not act as, and shall not be, nor shall they in any manner be construed to be, agents, officers or employees of AGENCY, and further, CONSULTANT, its agents, servants, employees and subcontractors, shall not in any manner incur or have the power to incur any debt, obligation, or liability against the AGENCY.

9. TERMINATION: AGENCY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time, with or without cause. Such termination may be for AGENCY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform Services.

9.1 Discontinuance of Services. Upon receipt of written Notice of Termination, CONSULTANT shall discontinue all affected Services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the AGENCY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of Services, whether completed or in progress.

9.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for Services satisfactorily provided through the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. CONSULTANT shall provide documentation deemed adequate by AGENCY'S Representative to show the Services actually completed by CONSULTANT prior to the date of

termination. This Agreement shall terminate thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.

9.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those Services which have been completed and accepted by the AGENCY. In such case, the AGENCY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the AGENCY for any reasonable additional costs incurred by the AGENCY to revise work for which the AGENCY has compensated CONSULTANT under this Agreement, but which the AGENCY has determined in its sole discretion needs to be revised in part or whole to complete the Project. Following discontinuance of Services, the AGENCY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AGENCY'S Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the AGENCY in determining whether to enter into future agreements with CONSULTANT.

9.4 Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

10. DISPUTES: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or institution of legal or equitable proceedings by either party.

The Agency and CONSULTANT shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the applicable rules of the American Arbitration Association. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the County of Riverside. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

12. DESIGNATED REPRESENTATIVES: The following individuals are designated as representatives of the AGENCY and CONSULTANT respectively to act as liaison between the parties:

AGENCY

Chad Davies
Airports Development Specialist
Economic Development Agency
For the County of Riverside
1325 Spruce Street, Suite 400
Riverside, CA 92507
Phone: (951) 955-9417
Fax: (951) 955-6686
Email:cdavies@rivcoeda.org

CONSULTANT

Robert Casagrande
Project Manager
Mead and Hunt, Inc.
133 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403
Phone: 707-526-5010
Fax: 707-526-9721
Email:robert.casagrnde@meadhunt.com

Any change in designated representatives shall be promptly reported to the other party in order to ensure proper coordination

13. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of AGENCY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of AGENCY will be deemed void and of no force or effect.

14. NONDISCRIMINATION: CONSULTANT shall ensure that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, religion, color, creed, national origin, ancestry, sex, physical condition or age, in the performance of this Agreement and that CONSULTANT, Contractor, or any person claiming under or through the AGENCY shall not establish or permit any such practice or practices of discrimination or segregation.

15. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

16. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services(s) will be performed by properly trained and licensed staff.

17. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and AGENCY regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to AGENCY.

18. WORK PRODUCT: All data prepared by CONSULTANT under this agreement, such as plans, drawings, Magnetic media, data and calculations, relative to this Agreement shall become the property of the Agency upon their creation, except that the CONSULTANT shall have the right to retain copies of all such data for its records. The AGENCY shall not be limited in any way in their use of such data at any time, provided that any such use not within the purpose of this Agreement shall be at the AGENCY's sole risk, and provided that the CONSULTANT shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended in this Agreement. If the CONSULTANT should later desire to use any of the data prepared by the CONSULTANT in connection with this Project it shall first obtain the written approval of the AGENCY.

19. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

20. WAIVER: Any waiver by AGENCY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach

of the same or of any other term thereof. Failure on the part of the AGENCY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping AGENCY from enforcement hereof.

21. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

22. ENTIRE AGREEMENT: This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

23. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

Economic Development Agency for the
County of Riverside
1325 Spruce Street
Riverside, CA 92507
Attn: Chad Davies, Airports Development Spec.

CONSULTANT:
Mead and Hunt, Inc.
133 Aviation Boulevard, Suite 100
Santa Rosa CA 95403
Attn: Lee Moen, Vice President

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

SEAL (ATTEST)
NIA

COUNTY OF RIVERSIDE, CALIFOR-

(OWNER)

APPROVED (AS TO FORM):



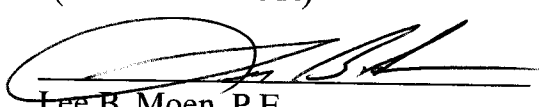
County Counsel

Chairman, Board of Supervisors

MEAD AND HUNT, INC.

(CONTRACTOR)

WITNESSES:



Lee B. Moen, P.E.
Vice President

DATED: _____

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EXHIBIT A
SCOPE OF WORK
FRENCH VALLEY AIRPORT
RIVERSIDE COUNTY
June 2009

Overview

The consulting services required are all those necessary to prepare one set of bidding documents including the engineering designs, plans, and specifications for security fencing and gates at the French Valley Airport on behalf of the COUNTY of Riverside. The anticipated project budget is in excess of One Million Dollars (\$1,000,000) for construction. The CONSULTANT shall prepare a base bid that matches the funds available and will include bid alternates to allow the COUNTY flexibility in the amount of work awarded.

Background

This project consists of design, plans, specifications, and bidding for security fencing and gates at the French Valley Airport. The Project also includes construction engineering services for the proposed improvements.

Project Scope

- Preliminary site survey and scoping meeting with COUNTY
- Prepare preliminary cost estimate and Grant Application for submittal to the FAA
- Project coordination with COUNTY, FAA, Airport tenants and prospective contractors
- Two design review meetings with the COUNTY
- Final plans, specifications, and design report
- Bid documents
- Bid administration
- Pre-bid conference
- Project closeout
- Construction engineering

Consultant Expertise Required

The CONSULTANT shall be a civil engineer experienced in the design of airfield civil projects in accordance with Federal Aviation Administration (FAA) and any other sub-consultants required to complete this contract. The CONSULTANT and all sub-consultants shall be registered in the State of California to practice their professions.

Excluded Services

The COUNTY and CONSULTANT agree that the following items shall be excluded from this project and, if added to the work, shall be considered as extra services:

1. Any environmental analysis
2. Any fees, easements, or permit fees from City, State, County, or utility companies, etc.
3. Permitting and access agreements

4. Coordination with tenants on project progress
5. Full-time construction inspection services

Description of Tasks

Element 1 – Coordination and Administration

- a. Coordinate all elements of scoping with Sponsor and FAA.
- b. Review record drawings.

Element 2 – Preliminary Analysis

- a. Conduct kickoff meeting and site visit with the COUNTY.
- b. Prepare preliminary plans.
 - 1). Review record drawings
 - 2). Project layout illustrating fence and gate locations
- c. Prepare preliminary engineering report consisting of the following elements:
 - 1). Project justification, existing inventory, and site conditions
 - 2). Preliminary fence and gate locations
 - 3). Construction cost estimate
- d. Conduct preliminary plan and report quality control review.
- e. Coordinate preliminary construction scenario with the COUNTY.
- f. Provide up to three (3) copies of the preliminary report for review by the COUNTY.
- g. Review the preliminary plans and report with the COUNTY. Conduct field review to confirm fence and gate locations and to get final COUNTY concurrence in the field. COUNTY shall provide comments and/or concurrence with plans for the CONSULTANT to proceed to the 90% submittal.
- h. Assist the COUNTY in preparation of the FAA Grant Application for the project for use in obtaining FAA funding.

Element 3 - Final Design

- a. Based on comments provided from the COUNTY, prepare 90 percent plans, specifications, and design report including an update to the quantities and cost estimate.
- b. Prepare proposal forms and other required contract documents for approval by the COUNTY. CONSULTANT shall use COUNTY-approved standard boilerplate for the Notice Inviting Bids, Instructions to Bidders, Bid Forms, Agreement Form, and General Conditions.
- c. Include Federal and general provisions and other applicable specification documents.
- d. Prepare the Special Provisions and technical specifications.
- e. Prepare 90% design plans.
 - 1). Title sheet
 - 2). Updated project layout plan
 - 3). Construction safety and operations plan
 - 4). Demolition and fence removal plans
 - 5). Fencing plans
 - 6). Automatic gate plans
 - 7). Fencing and gate details

- f. Prepare Engineering Design report.
- g. Update construction cost estimate.
- h. Conduct 90% design quality control and constructability review.
- i. Provide up to three (3) copies of the 90% plans, specifications, and design report for review by the COUNTY and FAA. Specifications shall be created in compliance with AC 150/5370-10B.
- j. Attend 90% review conference with COUNTY and FAA.
- k. Based on the comments received from the 90% review, prepare 100% plans by updating plans to include project specific notes and design clarifications.
- l. Update Design report to include sponsor's certifications.
- m. Update construction cost estimate.
- n. Conduct final quality control and quality assurance review.
- o. Submit one (1) set of the final documents to the COUNTY and one (1) to the FAA to obtain approval to bid the project.

Element 4 - Bidding Phase

- a. Provide twenty (20) sets of plans and specifications for distribution to interested bidders within 10 working days of written receipt from the COUNTY of final comments on all bid documents presented by the CONSULTANT.
- b. Respond to inquiries and requests for clarification from bidders, and issue addenda to the plans and specifications, if required. All draft addenda shall be approved by COUNTY prior to issuance of final addenda.
- c. Attend and conduct pre-bid meeting in Riverside County
- d. Review bids and provide recommendation of award
- e. Prepare bid tabulation sheet

Element 5 - Construction Engineering Services

- a. Project Management will be provided for forty (40) working days of construction. Full time on-site inspection will be provided by the COUNTY.
- b. Conduct a Preconstruction Conference with representatives of the COUNTY, FAA, and the Contractor at the French Valley Airport.
- c. Coordinate with COUNTY and FAA.
- d. Review Contractor submittals and notify COUNTY and Contractor of acceptance, revisions, or rejection.
- e. Provide in-office administrative support for the COUNTY on-site inspector and prepare weekly reports, Contractor payment requests, and monthly FAA Reimbursement Requests.
- f. Consult with the COUNTY and prepare documentation regarding change orders or uncorrected noncompliance. Review and consult with the COUNTY on requests for deviations in the plans, substantial delays, and other Contractor-related matters.
- g. Project Manager/Engineer shall conduct four (4) site visits during construction.
- h. Coordinate and respond to Contractor Requests For Information (RFI) and change order process.

- i. Conduct final inspection with the COUNTY, Contractor, and FAA.
- j. Make a final review of the work and prepare a Final Construction Report. Provide the COUNTY with reproducible record drawings and electronic files based upon the CONSULTANT's and Contractor's representation of actual construction.

Documents Reproduction

For the project, the CONSULTANT shall provide the COUNTY with the following:

1. Three (3) copies of all documents for each and every review.
2. Twenty (20) sets of all final bidding documents.
3. One (1) camera-ready copy of all final record drawings plus one (1) set of all final record drawings on a CD prepared with AutoCAD.

Design Parameters

All designs and all work on the project shall be in accordance with all applicable FAA Advisory Circulars. All bidding documents shall utilize the FAA standard construction specifications or the Caltrans standard construction specifications, whichever is most appropriate.

Schedule

Preliminary design and cost estimates will be completed in sufficient detail to prepare and submit the FAA Grant Application by August 14, 2009. The 60% plans and Preliminary Design Report will be submitted to the County within twenty five (25) working days of a COUNTY notice to proceed on the project. The 90% submittal of plans, specifications, and Engineers Design Report will be submitted to the County within twenty (20) working days of receipt of the COUNTY review comments on the preliminary submittal. Final documents for COUNTY use in bidding will be submitted within ten (10) working days of the receipt of COUNTY and FAA review comments on the 90% submittal.

Compensation for Services

1. For the Design and Bidding Services outlined in Elements 1 through 4 of Exhibit A, the CONSULTANT shall be compensated a lump sum amount of Seventy Five Thousand Dollars (\$75,000.00). Payment shall be made in proportion to the work completed based on progress reports to the total service to be performed. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.
2. For the Construction Services outlined in Element 5 of Exhibit A, the CONSULTANT shall be compensated on a time-and-expense basis in conformance with the Mead & Hunt Standard Billing Rate Schedule included as Exhibit B. The budget for this work is Fifty Thousand Five Hundred Dollars (\$50,000.00) and this amount shall not be exceeded without written authorization from the COUNTY and FAA.

FRENCH VALLEY AIRPORT
Engineering Services Cost Estimate
Fencing & Gates

CONSTRUCTION ENGINEERING SERVICES

General Administration & Coordination

Senior Associate	16 Hours	@ \$	245.00	\$	3,920.00
Senior Project Engineer	24 Hours	@ \$	200.00	\$	4,800.00
Administrative Assistant	16 Hours	@ \$	84.00	\$	1,344.00
				Subtotal	\$ 10,064.00

Preconstruction Conference

Senior Associate	1 Hours	@ \$	245.00	\$	245.00
Senior Project Engineer	12 Hours	@ \$	200.00	\$	2,400.00
Clerical	4 Hours	@ \$	66.00	\$	264.00
Trip	1 Each	@ \$	700.00	\$	700.00
				Subtotal	\$ 3,609.00

Submittal Review Approval

Senior Associate	1 Hours	@ \$	245.00	\$	245.00
Senior Project Engineer	4 Hours	@ \$	200.00	\$	800.00
Engineer II	8 Hours	@ \$	122.00	\$	976.00
Administrative Assistant	4 Hours	@ \$	84.00	\$	336.00
				Subtotal	\$ 2,357.00

Contractor Pay Requests & Budget Administration

Senior Associate	3 Hours	@ \$	245.00	\$	735.00
Senior Project Engineer	16 Hours	@ \$	200.00	\$	3,200.00
				Subtotal	\$ 3,935.00

Change Orders

Senior Associate	2 Hours	@ \$	245.00	\$	490.00
Senior Project Engineer	8 Hours	@ \$	200.00	\$	1,600.00
Engineer II	8 Hours	@ \$	122.00	\$	976.00
Engineering Technician II	4 Hours	@ \$	93.00	\$	372.00
				Subtotal	\$ 3,438.00

Project Meetings & Site Visits (4)

Senior Associate	8 Hours	@ \$	245.00	\$	1,960.00
Senior Project Engineer	40 Hours	@ \$	200.00	\$	8,000.00
Trip	4 Each	@ \$	700.00	\$	2,800.00
				Subtotal	\$ 12,760.00

Coordination w/ County Inspector

Senior Associate	2 Hours	@ \$	245.00	\$	490.00
Senior Project Engineer	24 Hours	@ \$	200.00	\$	4,800.00
Administrative Assistant	2 Hours	@ \$	84.00	\$	168.00
				Subtotal	\$ 5,458.00

Final Inspection, Reports & Record Drawings

Senior Associate	4 Hours	@ \$	245.00	\$	980.00
Senior Project Engineer	24 Hours	@ \$	200.00	\$	4,800.00
Engineering Technician II	24 Hours	@ \$	93.00	\$	2,232.00
Trip	1 Each	@ \$	700.00	\$	700.00
Misc. Expense	1 Each	@ \$	167.00	\$	167.00
				Subtotal	\$ 8,879.00

TOTAL BASIC ENGINEERING **\$ 50,500.00**



MEAD & HUNT, Inc.
Standard Billing Rate Schedule

Effective January 2009

Standard Billing Rates

Table listing various roles and their corresponding hourly rates, such as Clerical at \$66.00/hour and Senior Client/Project Manager at \$260.00/hour.

Expenses

Table listing expense categories and rates, including Geographic Information or GPS Systems at \$32.00/hour and Out-Of-Pocket Direct Job Expenses at cost plus 15%.

Travel Expense

Table listing travel-related expenses and rates, such as Company or Personal Car Mileage at \$0.85/mile and Lodging and Sustenance at cost plus 15%.

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2009, and will remain in effect until December 31, 2009, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.