

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

166



FROM: Economic Development Agency

SUBMITTAL DATE:
June 2, 2011

SUBJECT: French Valley Airport Security Fencing and Gate Project – Mead and Hunt, Inc. Amendment No. 1 and Amendment No. 2

RECOMMENDED MOTION: That the Board of Supervisors:

Approve and authorize the Chairman of the Board to execute the attached amendments between the County of Riverside and Mead & Hunt, Inc., for the Apron Rehabilitation Project - Design Services Contract at French Valley Airport;

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.

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 52,700	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Program (AIP) Grant Funds (95%) Airport Funds (5%).	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*
Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: _____
 BY: SAMUEL WONG
 DATE: _____
 Departmental Concurrence
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: _____
 Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.27 of 7/21/09

District: 3

Agenda Number:

3.38

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

The FAA provided a grant to the County of Riverside Economic Development Agency – Aviation Division for the French Valley Airport Security Fence and Gate project.

In the attached agreement, Section 3, “Compensation”, paragraph b., EDA has agreed to change the consultants Lump Sum amount from \$125,500 to reflect the increase in Amendment No. 1 with the amount of \$27,700 as well as the increase in Amendment No. 2 with the amount of \$25,000, changing the total cost to \$178,200, for additional construction inspection services.

Staff recommends that the Board of Supervisors approve Amendment No. 1 and Amendment No. 2 for the project.

AMENDMENT NO. 1
TO
AGREEMENT FOR CONSULTING SERVICES BETWEEN
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
AND
MEAD & HUNT, INC.
FOR FENCE AND GATE PROJECT AT FRENCH VALLEY AIRPORT

This Amendment No. 1, made this ____ day of _____, 2011, by and between the Riverside County Economic Development, hereinafter called the "AGENCY," and Mead & Hunt, Inc., hereinafter called the "CONSULTANT."

WITNESSETH:

THAT, WHEREAS, the AGENCY and CONSULTANT entered into an AGREEMENT FOR CONSULTING SERVICES dated July 21, 2009, hereinafter called the "AGREEMENT", and

WHEREAS, the AGENCY and CONSULTANT entered into Amendment 1, dated September 15, 2010 (Exhibit A attached) and,

WHEREAS, the AGENCY desired to have the CONSULTANT provide additional design, inspection, and material testing services as described herein:

WHEREAS, the CONSULTANT has provided these additional services, funds have already been used and invoices have been paid:

NOW, THEREFORE, COUNTY and CONSULTANT agree to the changes as follows:

Change #1. In the AGREEMENT, Section 3, "COMPENSATION", Paragraph b., the CONSULTANT's Lump Sum amount not to exceed is changed from One Hundred Twenty Five Thousand Five Hundred Dollars (\$125,500) to One Hundred Fifty Three Thousand Two Hundred Dollars (\$153,200).

Change #2. In the AGREEMENT, Exhibit A, "Scope of Work," under the paragraph Project Scope, add the following to the list of services defined:

- Material testing of fence structure.

Change #3. In the AGREEMENT, Exhibit A, "Scope of Work," under the paragraph Description of Tasks Element 3 – Final Design, add the following to the list of services defined:

- p. Design, coordinate, and review Contractor bids for placement of additional 2,400 linear feet of chain-link fence with two (2) vehicle gates along Runway Safety Area boundary on the southern end of runway.

Change #4. In the AGREEMENT, Exhibit A, "Scope of Work," under the paragraph Description of Tasks Element 5 – Construction Engineering Services, change line items a., g., and k., to read as follows:

- a. Project Management will be provided for one hundred (100) working days of construction.
- g. Project Management/Engineer/Inspector shall conduct fifteen (15) site visits during construction.
- k. Provide material testing for fence to include ASTM A-90 Galvanized Coating Weight; ASTM D-3359 Paint Adhesion, Coating Thickness; ASTM A-653 Yield, Elongation.

Change #5. In the AGREEMENT, Exhibit A, "Compensation for Services", paragraph 2, for the Construction Services outlined in Element 5 of Exhibit A, change the lump sum compensation to Seventy Eight Thousand Two Hundred Dollars (\$78,200).

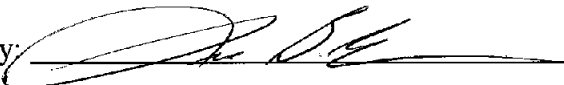
Except as specifically modified by this Amendment to the AGREEMENT, all terms and conditions of the AGREEMENT, as amended, shall remain in full force and effect.

SEAL (ATTEST)

KECIA HARPER-IHEM, Clerk of the Board

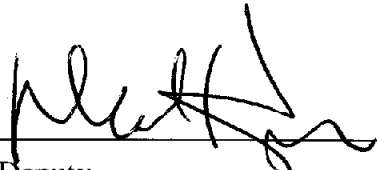
By: _____
Deputy

MEAD AND HUNT, INC. (CONSULTANT)

By: 
Lee B. Moen, P.E.
Vice President

FORM APPROVED:

PAMELA J. WALLS, County Counsel

By: 
Deputy

COUNTY OF RIVERSIDE (AGENCY)

A political subdivision of the State of California

By: _____
Bob Buster
Chairman, Board of Supervisors

DATED: _____

EXHIBIT A

MEAD HUNT

Designing the future

September 15, 2010

Chad Davies
Riverside County Economic Development Agency
3403 10th St.
Riverside, CA 92501

Subject: Amendment No. 1 – French Valley Airport – Security Fencing Project
AIP No. 3-06-0338-24

Dear Chad:

As detailed in my letter of June 10, 2010, Mead & Hunt is requesting an amendment to our original agreement, dated July 21, 2009 for the Security Fencing and Gate Project at French Valley Airport. A summary of our understanding of the additional services and changes in the PROJECT agreement is as follows:

• New chain-link fence with gates added to project scope	\$ 7,700.00
• Additional inspection work to be performed by Tom Turner	\$10,000.00
• Addition of material testing for the fence structure (to be paid by ASR)	<u>\$10,000.00</u>
Total	\$27,700.00

The changes referred to below are to be made a part of the PROJECT by this Amendment to the AGREEMENT, dated July 21, 2009 between the AGENCY (Riverside County Economic Development Agency) and the CONSULTANT (Mead & Hunt, Inc.). The AGENCY agrees that the CONSULTANT shall provide professional consulting services for the PROJECT as set forth in this Amendment and the AGENCY shall provide payment for those services as provided for in this Amendment. This work is considered as Additional Services and is in addition to those services listed in the original AGREEMENT.

AGREEMENT CHANGES

1. In the Consulting Services Agreement, **Section 3. COMPENSATION**
Change the second sentence to read, "CONSULTANT shall be paid a lump sum, not to exceed One Hundred Fifty Three Thousand Two Hundred Dollars (\$153,200.00) for Engineering, Design, Bidding and Construction Engineering Services."
2. In **EXHIBIT A – Scope of Work, Project Scope**
Add the following to the list of services defined under Project Scope to include
 - "Material testing of fence structure."
3. In **EXHIBIT A – Scope of Work, Element 3 – Final Design**
Add the following to the list of services defined under "Description of Tasks, Element 3- Final Design" to include
 - "p. Design, coordinate, and review Contractor bids for placement of additional 2 400 LF of chain-link fence with two (2) vehicle gates along Runway Safety Area boundary on the southern end of runway."

4. In EXHIBIT A- Scope of Work, Element 5 – Construction Engineering Services

Change the following to read

- "a. Project Management will be provided for one hundred (100) working days of construction."
- "g. Project Manager/Engineer/Inspector shall conduct fifteen (15) site visits during construction."
- "k. Provide material testing for fence to include ASTM A-90 Galvanized Coating Weight; ASTM D-3359 Paint Adhesion, Coating Thickness; ASTM A-653 Yield, Elongation."

5. In EXHIBIT A – Scope of Work, Compensation for Services

Change Item 2 to read as follows:

- "2. For the Construction Services outlined in Element 5 of Exhibit A, the CONSULTANT shall be compensated on a lump sum basis. The budget for this work is Seventy Eight Thousand Two Hundred Dollars (\$78,200.00) and this amount shall not be exceeded without written authorization from the COUNTY and FAA."

AUTHORIZATION

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this period, this proposal may be reviewed and modified by Mead & Hunt.

Signatures of authorized representatives of Riverside County and Mead & Hunt shall convert this proposal to an amendment to the Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described herein. All services will be performed in accordance with the original AGREEMENT.

Respectfully submitted,
MEAD & HUNT, Inc.

Lee B. Moen, P.E.
Vice President
RAC:lc
Attachments

Accepted by: RIVERSIDE COUNTY
ECONOMIC DEVELOPMENT AGENCY

By: _____

COBY CATALDI

(Print name)

The above person is authorized to sign for
Owner and bind the Owner to the terms hereof

Title: ASSISTANT DIRECTOR

Date: _____

Approved by: MEAD & HUNT, Inc.

By: _____

Title: Vice President

Date: September 15, 2010

AMENDMENT NO. 2

TO

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY**

AND

MEAD & HUNT, INC.

FOR FENCE AND GATE PROJECT AT FRENCH VALLEY AIRPORT

This Amendment No. 2, made this ____ day of _____, 2011, by and between the Riverside County Economic Development, hereinafter called the "AGENCY," and Mead & Hunt, Inc., hereinafter called the "CONSULTANT."

WITNESSETH:

THAT, WHEREAS, the AGENCY and CONSULTANT entered into an AGREEMENT FOR CONSULTING SERVICES dated February 24, 2009, hereinafter called the "AGREEMENT", and

WHEREAS, the AGENCY and CONSULTANT entered into Amendment 1, dated September 15, 2010 and,

WHEREAS, the AGENCY desires to have the CONSULTANT provide additional design services to accommodate changes made by the AGENCY:

NOW, THEREFORE, COUNTY and CONSULTANT agree to the changes that follow:

Change #1. In the AGREEMENT, Section 3, "COMPENSATION", Paragraph b., the CONSULTANT's Lump Sum amount not to exceed is changed from One Hundred Fifty Three Thousand Two Hundred Dollars (\$153,200.00) to One Hundred Seventy Eight Thousand Two Hundred Dollars (\$178,200.00).

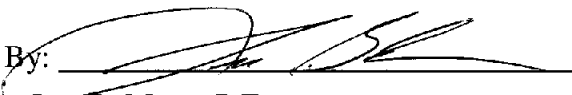
Change #2. In the AGREEMENT, Exhibit A, "Compensation for Services", paragraph 2, change the lump sum compensation from Fifty Thousand Dollars (\$50,000.00) to Seventy Five Thousand Dollars (\$75,000.00).

Except as specifically modified by this Amendment to the AGREEMENT, all terms and conditions of the AGREEMENT, as amended, shall remain in full force and effect.

SEAL (ATTEST)
KECIA HARPER-IHEM, Clerk of the Board

MEAD AND HUNT, INC. (CONSULTANT)

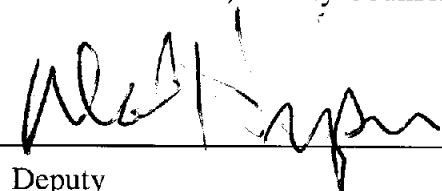
By: _____
Deputy

By:  _____
Lee B. Moen, P.E.
Vice President

FORM APPROVED:

COUNTY OF RIVERSIDE (AGENCY)
A political subdivision of the State of California

PAMELA J. WALLS, County Counsel

By:  _____
Deputy

By: _____
Bob Buster
Chairman, Board of Supervisors

DATED: _____