

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

408



FROM: Economic Development Agency

SUBMITTAL DATE:
April 5, 2012

SUBJECT: Hemet Ryan Airport – Runway and Taxiway Pavement Rehabilitation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached contract between the County of Riverside and Mead & Hunt, Inc., for the Runway and Taxiway Pavement Rehabilitation Project - Design Services Contract at Hemet Ryan Airport; and
2. Delegate change order authority to the Assistant County Executive Officer/EDA or designee in accordance with Board Policy B-11.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 39,725	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Program (AIP) Grant Funds (95%) Airport Funds (2.5%), State Division of Aeronautics Funds (2.5%)	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

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 4/4/12
 SAMUEL WONG
 Departmental Concurrence
 DATE
 NEAL R. KIPNIS
 FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis 4/3/12

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

Prev. Agn. Ref.: N/A

District: 3/3

Agenda Number: 3.7

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

The purpose of the project is to rehabilitate the runway and taxiway pavement, apply a rejuvenating seal coat, and replace existing pavement markings at the Hemet Ryan Airport.

The Runway and Taxiway Pavement Rehabilitation Project at Hemet Ryan Airport is consistent with the airport's Capital Improvement Program and Master Plan. Mead and Hunt Inc. were selected by Request for Qualification (RFQ) as the County's Airport Project Consultant, per the Federal Aviation Administration's (FAA) five-year consultant selection criteria.

The rehabilitation of the Apron will improve the airport operations and enhance capacity and safety.

Staff proposes to have Mead & Hunt, Inc. provide design engineering services and recommend that the Board of Supervisors approve the necessary design contract for the project. County Counsel has reviewed and approved the attached documents as to legal form.

CONSULTING SERVICES AGREEMENT
FOR
HEMET-RYAN AIRPORT
REHABILITATION OF RUNWAY AND TAXIWAY PAVEMENTS
BY AND BETWEEN
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
AND
MEAD & HUNT, INC.

This Agreement is made and entered into this ___ day of _____, 2012, by and between the COUNTY OF RIVERSIDE by and through the Economic Development Agency (EDA), a public body corporate politic in the State of California (hereinafter "COUNTY"), and MEAD AND HUNT, INC., (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the proposed services provided in this Agreement are necessary to construct runway and taxiway rehabilitation, critical to the airport's operation.

WHEREAS, the COUNTY has selected CONSULTANT to provide services based on a Request for Proposal (RFP) for Airport Consulting Services that included runway and taxiway rehabilitation ; and

WHEREAS, CONSULTANT is uniquely qualified based on their prior knowledge by completing the Airport Master Plan and other Construction Projects for Hemet-Ryan Airport; and

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

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

1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide services for the design and construction engineering of the Rehabilitation of Runway and Taxiway Pavements project at Hemet-Ryan 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 COUNTY 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 twelve (12) 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 COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with Exhibit "A", Scope of Services.

3.1 CONSULTANT shall be paid a LUMP SUM amount not-to-exceed Thirty-nine Thousand, Seven Hundred, Twenty-five Dollars (\$39,725) for Engineering Design, Bidding, and Construction Engineering Services described in Exhibit "A", Description of Tasks, Elements 1, 2, 3, 4, and 5. CONSULTANT shall submit invoices monthly to the COUNTY for progress payments based on the performance of the total work completed to date.

4. **INDEPENDENT CONSULTANT:** COUNTY 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 COUNTY. 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 CONSULTANT agrees to and shall indemnify (but not defend) 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 COUNTY; 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 COUNTY to the fullest extent allowed by law.

6. **INSURANCE:** Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory 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 One Million Dollars (\$1,000,000) per person per accident. The Policy shall be endorsed to waive subrogation in favor of the County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability,

products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than One Million Dollars (\$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.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than One Million Dollars (\$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 COUNTY as Additional Insureds.

D. Professional Liability: Consultant shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$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 and CONSULTANT shall purchase at his sole expense either; 1) and Extended Reporting Endorsement (also, known as Tail Coverage); 2) Prior Dates Coverage from 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 as long as the law allows.

E. General Insurance Provisions - All lines:

1. 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 COUNTY Risk Manager. If the COUNTY'S Risk Management waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONSULTANT'S must declare its insurance self-insured retention for each coverage required herein. If such self-insured retentions exceed Five Hundred Thousand Dollars (\$500,000) per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retentions unacceptable to the COUNTY, at the election of the COUNTY'S Risk Management, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The CONSULTANT shall cause insurance carrier(s) to furnish the County of Riverside with either; 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and, 2) if requested to do so orally or in writing by the COUNTY 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) that thirty (30) days written notice be given to the County of Riverside prior to any material modification cancellation, expiration or reduction in coverage of such insurance. In the event of a

material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside 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 set forth herein and the insurance required herein is in full force and effect. ***CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

4. It is understood and agreed by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. **COOPERATION BY COUNTY:** All information, data, reports, records, and maps as are existing, available to the COUNTY and necessary for carrying out the work described shall be furnished to COUNTY without charge by the COUNTY. The COUNTY shall cooperate with COUNTY as appropriate to facilitate, without undue delay, the work to 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 COUNTY, 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 COUNTY.

9. **TERMINATION:** COUNTY 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 COUNTY'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 COUNTY 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 COUNTY, the COUNTY 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 COUNTY'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 COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable, additional costs incurred by the COUNTY, to revise work for which the COUNTY has compensated the CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the Project. Following discontinuance of Services, the COUNTY 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, COUNTY'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 COUNTY 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.

10.1 The COUNTY 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 sixty (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 COUNTY and CONSULTANT respectively to act as liaison between the parties:

AGENCY	CONSULTANT
Chad Davies Senior Airport Development Specialist Riverside, County EDA 3403 10 th Street Suite 500 Riverside, CA 92501 Phone: (951) 955-9417 Fax: (951) 955-6686 Email: cdavies@rivcoeda.org	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: bob.casagrande@meadhunt.com

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

13. **ASSIGNMENT:** This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY 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 COUNTY 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 COUNTY regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to COUNTY.

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 COUNTY upon their creation, except that the CONSULTANT, shall have the right to retain copies of all such data for its records. The COUNTY 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 COUNTY'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 COUNTY.

19. **JURISDICTION, VENUE, and 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 COUNTY 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 COUNTY 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 COUNTY 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:

AGENCY

Chad Davies
Senior Airport Development Specialist
Riverside County, EDA
3403 10th Street, Suite 500
Riverside, CA 92501

CONSULTANT

Jon J. Faucher
Vice President
Mead & Hunt, Inc.
133 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403

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

COUNTY OF RIVERSIDE

MEAD AND HUNT, INC.

John Tavaglione
Chairman, Board of Supervisors

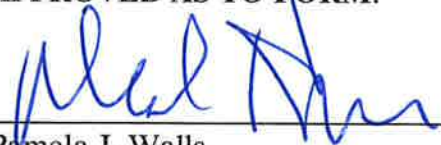


Jon J. Faucher
Vice President

ATTEST

Kecia Harper-Ihem
Clerk of the Board

APPROVED AS TO FORM:



Pamela J. Walls
County Counsel

EXHIBIT A
SCOPE OF SERVICES
HEMET-RYAN AIRPORT
RIVERSIDE COUNTY
Rehabilitation of Runway and Taxiway Pavements
February 2012

OVERVIEW

The consulting services required of MEAD & HUNT, Inc. (CONSULTANT) are all those necessary to prepare one set of bidding documents including the engineering designs, plans, and specifications for the Rehabilitation of Runway and Taxiway Pavements at Hemet-Ryan Airport on behalf of the Riverside County Economic Development Agency (AGENCY). The anticipated Project budget is in excess of Four Hundred Seventy-five Thousand Dollars (\$475,000) for design and construction. The CONSULTANT shall prepare a base bid that matches the funds available for construction.

PROJECT DESCRIPTION

This Project consists of designs, plans, and specifications for the Rehabilitation of Runway and Taxiway Pavements on the Airport. Included in this Project are pavement reconstruction, drainage, and pavement marking. Geotechnical investigation and testing will be used as a basis for design.

PROJECT SCOPE

- Project kick-off meeting and site visit with AGENCY.
- Project coordination with AGENCY, FAA, and prospective contractors.
- One design review meeting.
- Final plans, specifications, and design report.
- Develop base bid to match grant money.
- Bid documents.
- Bid administration.
- Construction services, submittal review, and RFI correspondence.

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 AGENCY 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. Pre-construction meeting(s)
6. On-site construction inspection.

DESCRIPTION OF TASKS

Element 1 – Coordination and Administration

- a. Coordinate elements of the Project with AGENCY and FAA.
- b. Provide a Project Manager to provide administration of the Project to include coordination, progress meetings, grant support and close-out.

Element 2 – Preliminary Analysis

- a. Conduct kickoff meeting and site visit with the AGENCY.
- b. Prepare preliminary plans.
 1. Review record drawings and previous studies.
 2. Project layout plan illustrating Project extents, access, and limitations.
 3. Show seal coat locations.
 4. Marking plans.
 5. Details.
- c. Prepare Preliminary Engineering Report consisting of the following elements:
 1. Project justification and site conditions.
 2. Pavement rehabilitation design alternatives.
 3. Construction duration and phasing options.
 4. Construction cost estimate.
- d. Conduct preliminary plan and report quality control review.
- e. Coordinate preliminary construction phasing alternatives with the AGENCY.
- f. Provide up to three (3) copies of the preliminary plans and reports for review by the AGENCY.
- g. Review the preliminary plans and report with the AGENCY via teleconference. AGENCY shall provide comments and/or concurrence with plans for the CONSULTANT to proceed to the 90% submittal.

Element 3 – Final Design

- a. Based on review comments provided by the AGENCY, prepare 90% plans, specifications, and design report including an update to the construction cost estimate.

- b. Prepare proposal forms and other required contract documents for approval by the AGENCY. CONSULTANT shall use AGENCY-approved standard boilerplate for the Notice Inviting Bids, Instructions to Bidders, Bid Forms, Agreement Form, and General Conditions. Documents shall be modified to conform with FAA requirements and FAA required bid forms will be added.
- c. Prepare FAA Required Provisions and General Provisions based on FAA standards.
- d. Prepare the Special Provisions and Technical Specifications based on FAA standards.
- e. Prepare 90% design plans.
 1. Title sheet.
 2. Update Project Layout Plan.
 3. Construction Safety and Phasing Plan.
 4. Pavement rehabilitation plans.
 5. Pavement rehabilitation details.
 6. Marking plan and details.
- f. Prepare Engineering Design Report with Pavement Design Forms, Construction Safety and Phasing Plan, and Sponsor Certification included as attachments.
- 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 AGENCY and FAA. Specifications shall be created in compliance with AC 150/5370-10F.
- j. Attend 90% review tele-conference with AGENCY 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 AGENCY and one (1) set to the FAA to obtain approval to bid the Project.

Element 4 – Bidding Phase

- a. Prepare sets of plans and specifications and distribute them to interested bidders at the cost of reproduction.
- b. Respond to inquiries and requests for clarification from bidders, and prepare addenda to the plans and specifications, if required. All addenda shall be prepared in draft form and shall be approved by AGENCY prior to issuance of final addenda.
- c. Review bids and provide recommendation of award.
- d. Prepare bid tabulation sheet.

Element 5 – Construction Engineering Services

The CONSULTANT shall provide the following Construction Engineering Services (based on 30 days of construction):

- a. Review Contractor submittals and notify Contractor of acceptance, revisions, or rejection.
- b. Respond to contractor's Request for Information (RFI).

DOCUMENTS REPRODUCTION

For the Project, the CONSULTANT shall provide the AGENCY with the following:

1. Three (3) copies of all documents for each and every review.
2. 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.
3. Plans and specifications for distribution to contractors as required.

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

The Preliminary Design Report and preliminary plans will be submitted to the AGENCY for review within thirty (30) working days from the issuance of the Notice to Proceed. The 90% review documents will be submitted to the AGENCY and FAA for review within thirty-five (35) working days from the receipt of review comments on the preliminary submittal. The final plans and specifications for use in bidding will be submitted within (ten) 10 working days of the receipt of FAA and AGENCY review comments on the 90% submittal.

COMPENSATION FOR SERVICES

1. For the Design, Bidding, and Construction services outlined in Elements 1 through 5 of Exhibit A, the CONSULTANT shall be compensated a lump sum amount of Thirty-nine Thousand Seven Hundred Twenty-five Dollars (\$39,725). 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. A detailed breakdown of these costs is included as Exhibit B.
2. Additional services, not covered by this work scope, can be provided upon written request by the AGENCY and agreement by the CONSULTANT with compensation on a lump sum (not to exceed) basis in conformance with the 2012 Mead & Hunt, Inc. Standard Billing Rate Schedule included as Exhibit C.

Exhibit B

Detailed Engineering Fee Breakout

PROJECT NUMBER: XXXXXXXX-1200xx.01
 DATE: 2/8/12
 REV. NO:

AIRPORT: Hemet-Ryan Airport
 LOCATION: Hemet, CA
 AIP PROJECT NO. 3-05-0104-xx
 PROJECT DESCRIPTION: Rehabilitation Runway and Taxiway Pavement

PHASE I - CONTRACT ADMINISTRATION	Engineering Fee
1.0 Project Scoping	\$3,289.00
2.0 Prepare Contract	\$372.50
3.0 Project Coordination	\$982.00
4.0 Grant Application and Administration	\$966.25
5.0 Project Closeout	\$303.00
Expenses	\$653.75
TOTAL PHASE I - CONTRACT ADMINISTRATION	\$7,146.50
PHASE II - PRELIMINARY DESIGN	
6.0 Prepare Project Layout Sheet	\$1,134.00
7.0 Prepare Preliminary Cost Estimate	\$1,262.00
8.0 Prepare Preliminary Design Report	\$1,542.50
9.0 Prepare FAA Form 7460	\$1,134.00
10.0 Project Coordination	\$772.25
11.0 Project Meetings	\$1,257.75
Expenses	\$50.00
TOTAL PHASE II - PRELIMINARY DESIGN	\$7,152.50
PHASE III - FINAL DESIGN	
12.0 Prepare Preliminary Plans	\$5,424.00
13.0 Prepare Preliminary Specifications	\$1,303.50
14.0 Prepare Cost Estimates at 60% Complete	\$1,985.00
15.0 Conduct Plan Review at 60% Complete	\$2,120.00
16.0 Update Plans to Reflect 60% Review Comments	\$1,920.00
17.0 Update Specifications to Reflect 60% Review Comments	\$760.00
18.0 Conduct Plan Review at 95% Complete	\$347.50
19.0 Prepare and Submit Final Plans and Specifications	\$965.00
20.0 Prepare and Submit Final Estimated Cost Estimate	\$723.00
21.0 Prepare and Submit Final Engineer Design Report	\$1,584.25
22.0 Prepare and Submit a Draft Construction Management Report	\$816.25
23.0 Prepare Advertisement for Bids	\$347.50
24.0 Project Coordination	\$851.25
25.0 Project Meetings	\$827.00
Expenses	\$50.00
TOTAL PHASE III - FINAL DESIGN	\$20,624.25
PHASE IV - BIDDING PHASE	
26.0 Furnish Bid Documents	\$955.00
27.0 Respond to Bidders Questions	\$165.00
28.0 Prepare and Distribute Addendums	\$377.50
29.0 Bid Review and Bid Tabulation	\$682.00
30.0 Prepare Recommendation for Award	\$188.75
Expenses	\$50.00
TOTAL PHASE IV - BIDDING PHASE	\$2,728.26
PHASE V - CONSTRUCTION ENGINEERING	
31.0 Review Submittals	\$1,196.25
32.0 Respond to RFI's	\$876.50
TOTAL PHASE V - CONSTRUCTION ENGINEERING	\$2,072.75
TOTAL MEAD & HUNT FEES	\$39,726.25

DIRECT SUB CONSULTANTS	Fee
Topographic Surveying (for Design)	\$0.00
Other	\$0.00
Other	\$0.00
Other	\$0.00
Other	\$0.00
Expenses	\$0.00
TOTAL DIRECT SUB CONSULTANTS	\$0.00

TOTAL MEAD & HUNT FEES	\$39,726.25
TOTAL DIRECT SUB CONSULTANTS	\$0.00
TOTAL ENGINEERING FEES	\$39,726.00

Exhibit B

Item No	Senior Project Engineer	Project Engineer	Engineer III	Technician IV	Engineer II	Technician III	Administration Assistant	Clerical	Total Hours	Cost Summary
17.0 Update Specifications to Reflect 60% Review Comments										
Estimated Total Man-hours	0.6	4	0	0	0	0	0	0	4.5	\$760.00
Summary Costs	\$100.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$760.00
18.0 Conduct Plan Review at 95% Complete										
Estimated Total Man-hours	0.5	1.5	0	0	0	0	0	0	2	\$347.50
Summary Costs	\$100.00	\$247.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$347.50
19.0 Prepare and Submit Final Plans and Specifications										
Estimated Total Man-hours	0	2	0	2	0	0	2	3	9	\$965.00
Summary Costs	\$0.00	\$330.00	\$0.00	\$240.00	\$0.00	\$0.00	\$175.00	\$219.00		\$965.00
20.0 Prepare and Submit Final Cost Estimate										
20.1 Calculate estimated final quantities										
Estimated Total Man-hours	0	0.5	0	3	0	0	0.5	0	4	\$486.50
Summary Costs	\$0.00	\$81.25	\$0.00	\$240.00	\$0.00	\$0.00	\$81.25	\$0.00		\$486.50
20.2 Prepare final cost estimate										
Estimated Total Man-hours	0.25	0.5	0	0.5	0	0	0.5	0	1.75	\$236.50
Summary Costs	\$50.00	\$165.00	\$0.00	\$420.00	\$0.00	\$0.00	\$88.00	\$0.00	6.76	\$723.00
21.0 Prepare and Submit Final Engineer Design Report										
Estimated Total Man-hours	0.25	8	0	0	0	1	1	0.25	10.5	\$1,584.25
Summary Costs	\$50.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$108.00	\$88.00	\$18.25		\$1,584.25
22.0 Prepare and Submit Draft Construction Management Report										
Estimated Total Man-hours	0.25	4	0	0	0	0	1	0.25	5.5	\$816.25
Summary Costs	\$50.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.00	\$18.25		\$816.25
23.0 Prepare Advertisement for Bids										
Estimated Total Man-hours	0	0	1	0	0	0	2	0.5	3.5	\$347.50
Summary Costs	\$0.00	\$0.00	\$135.00	\$0.00	\$0.00	\$0.00	\$175.00	\$36.50		\$347.50
24.0 Project Coordination										
Estimated Total Man-hours	0.25	3	0	0	0	0	1	0.25	4.5	\$651.25
Summary Costs	\$50.00	\$485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.00	\$18.25		\$651.25
25.0 Project Meetings										
25.1 Final design review by phone										
Estimated Total Man-hours	0	2	0	0	0	0	1	0	3	\$418.00
Summary Costs	\$0.00	\$340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.00	\$12.00		\$418.00
25.2 Coordination meetings										
Estimated Total Man-hours	0	1	0	0	0	0	0.5	0	1.5	\$209.00
Summary Costs	\$0.00	\$165.00	\$0.00	\$0.00	\$0.00	\$0.00	\$81.25	\$62.75		\$209.00
Expenses										
Auto Rental	0	0	0	0	0	0	0	0	0	\$0.00
Mileage	0	0	0	0	0	0	0	0	0	\$0.00
Lodging and Per Diem	0	0	0	0	0	0	0	0	0	\$0.00
Travel and Airline Costs	0	0	0	0	0	0	0	0	0	\$0.00
Printing and Shipping Costs	0	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	0	\$0.00
Total Expenses										\$0.00
PHASE III - DESIGN TOTAL										\$20,624.25

Exhibit B

Item No	Senior Project Engineer	Project Engineer	Engineer III	Technician IV	Engineer II	Technician III	Administration Assistant	Clerical	Total Hours	Cost Summary
PHASE IV - BIDDING PHASE										
26.0 Furnish Bid Documents										
Estimated Total Man-hours	0	1	0	0	0	0	4	6	11	\$955.00
Summary Costs	\$0.00	\$165.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00	\$438.00		\$955.00
27.0 Respond to Bidders Questions										
Estimated Total Man-hours	0	1	0	0	0	0	0	0	1	\$165.00
Summary Costs	\$0.00	\$165.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$165.00
28.0 Prepare and Distribute Addendums										
Estimated Total Man-hours	0	1	0	0	0	0	2	0.5	3.5	\$377.50
Summary Costs	\$0.00	\$165.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.00	\$39.50		\$377.50
29.0 Bid Review and Bid Tabulation										
Estimated Total Man-hours	0	4	0	0	2	0	1	0	7	\$992.00
Summary Costs	\$0.00	\$660.00	\$0.00	\$0.00	\$244.00	\$0.00	\$68.00	\$0.00		\$992.00
30.0 Prepare Recommendation for Award										
Estimated Total Man-hours	0	0.5	0	0	0	0	1	0.25	1.75	\$185.75
Summary Costs	\$0.00	\$82.50	\$0.00	\$0.00	\$0.00	\$0.00	\$88.00	\$18.25		\$185.75
Expenses										
Auto Rental	0	0	0	0	0	0	0	0	0 Days	\$0.00
Mileage	0	0	0	0	0	0	0	0	0 Miles	\$0.50
Lodging and Per Diem	0	0	0	0	0	0	0	0	0 Days	\$0.00
Travel and Airline Costs	0	0	0	0	0	0	0	0	0 Trips	\$0.00
Printing & Shipping	0	0	0	0	0	0	0	1	1	\$50.00
Other	0	0	0	0	0	0	0	0	0	\$25.00
Other	0	0	0	0	0	0	0	0	0	\$45.00
Total Expenses										\$50.00
PHASE IV - BIDDING PHASE TOTAL \$2,728.25										
PHASE V - CONSTRUCTION ENGINEERING										
31.0 Review Submittals										
Estimated Total Man-hours	0.5	6	0	0	0	0	1	0.25	7.75	\$1,196.25
Summary Costs	\$100.00	\$990.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88.00	\$18.25		\$1,196.25
32.0 Respond to RFIs										
Estimated Total Man-hours	0.25	4	0	0	0	0	1.5	0.5	6.25	\$878.50
Summary Costs	\$50.00	\$680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132.00	\$36.50		\$878.50
Expenses										
Auto Rental	0	0	0	0	0	0	0	0	0 Days	\$0.00
Mileage	0	0	0	0	0	0	0	0	0 Miles	\$0.90
Lodging and Per Diem	0	0	0	0	0	0	0	0	0 Days	\$0.00
Travel and Airline Costs	0	0	0	0	0	0	0	0	0 Trips	\$375.00
Printing and Shipping	0	0	0	0	0	0	0	1.5	1.5	\$50.00
Other	0	0	0	0	0	0	0	0	0	\$25.00
Other	0	0	0	0	0	0	0	0	0	\$43.50
Total Expenses										\$76.00
PHASE V - CONSTRUCTION ENGINEERING TOTAL \$2,074.75										

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Western United States
Effective January 1, 2012

Standard Billing Rates

Clerical.....	\$73.00 / hour
Interior Designer, Technical Editor.....	\$100.00 / hour
Senior Editor.....	\$148.00 / hour
Registered Land Surveyor.....	\$114.00 / hour
Accounting, Administrative Assistant.....	\$88.00 / hour
Technician I, Technical Writer.....	\$80.00 / hour
Technician II, Surveyor - Instrument Person.....	\$95.00 / hour
Technician III.....	\$108.00 / hour
Technician IV.....	\$120.00 / hour
Senior Technician.....	\$150.00 / hour
Engineer I, Scientist I, Architect I, Planner I.....	\$112.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$122.00 / hour
Engineer III, Scientist III, Architect III, Planner III.....	\$135.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$154.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$165.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$200.00 / hour
Senior Associate.....	\$250.00 / hour
Principal.....	\$265.00 / hour
Senior Client/Project Manager.....	\$265.00 / hour

Expenses

Geographic Information or GPS Systems.....	\$32.00 / hour
Total Station Survey Equipment.....	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage.....	\$0.90 / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	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, 2012, and will remain in effect until December 31, 2012, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.