

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

636



**SUBMITTAL DATE:**  
February 28, 2013

**FROM:** Economic Development Agency

**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 – Construction Engineering Service Contract; 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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 25,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

**COMPANION ITEM ON BOARD AGENDA:** No

**SOURCE OF FUNDS:** Federal Aviation Administration Airport Improvement Program (AIP) Grant Funds (90%) Airport Funds (5%), State Division of Aeronautics Funds (5%)

<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

By: Jennifer L. Sargent

**County Executive Office Signature**

Consent  
 Policy  
  
 Consent  
 Policy

**Prev. Agn. Ref.:** 3.18 of 7/17/12; 3.7 of 4/17/12,

**District:** 3/3

**Agenda Number:**

3-60

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
 PAUL ANGLIO, CPA, AUDITOR-CONTROLLER  
 BY: 2/28/13

FORM APPROVED COUNTY COUNSEL  
 DATE: 2/28/13  
 BY: NEAL R. KIPNIS  
 Environmental Concurrence

WYANDHOLE COUNTY  
AUDITOR CONTROLLER

13 FEB 26 PM 4:38

RCED FEB28'13 AM 7:45

RECEIVED RIVERSIDE COUNTY  
2013 MAR -6 PM 1:19

2-00

WYANDHOLE COUNTY  
AUDITOR CONTROLLER

WYANDHOLE COUNTY  
AUDITOR CONTROLLER

**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 construction engineering services and recommend that the Board of Supervisors approve the necessary construction contract for the project. County Counsel has reviewed and approved the attached documents as to legal form.



CONSTRUCTION ENGINEERING 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 \_\_\_\_\_, 2013, 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 design of the contract documents for the pavement rehabilitation project 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 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 County issuance of Notice to Proceed with Construction and complete performance within fourteen (14) working days. 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 15, 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”, Construction Services Work Scope for Pavement Rehabilitation Project, dated December 14, 2012.

3.1 CONSULTANT shall be paid a LUMP SUM amount not-to-exceed Twenty-Five Thousand Dollars (\$25,000) for Construction Engineering Services described in Exhibit "A", Construction Services Work Scope for Pavement Rehabilitation Project, dated December 14, 2012. 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) an 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:

<b>AGENCY</b>	<b>CONSULTANT</b>
Chad Wilshire Senior Development Specialist Riverside, County EDA 3403 10 <sup>th</sup> Street Suite 500 Riverside, CA 92501 Phone: (951) 955-9802 Fax: (951) 955-9505 Email: <a href="mailto:cwilshire@rivcoeda.org">cwilshire@rivcoeda.org</a>	Robert Casagrande Project Manager Mead & Hunt, Inc. 133 Aviation Boulevard, Suite 100 Santa Rosa, CA 95403 Phone: (707) 526-5010 Fax (707) 526-9721 Email: <a href="mailto:bob.casagrande@meadhunt.com">bob.casagrande@meadhunt.com</a>

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, 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 Wilshire  
Senior Development Specialist  
Riverside County, EDA  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501

**CONSULTANT**

Lee B. Moen, PE  
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 & HUNT, INC.**


\_\_\_\_\_  
John J. Benoit  
Chairman, Board of Supervisors

  
\_\_\_\_\_  
Lee B. Moen, PE  
Vice President

**ATTEST**

\_\_\_\_\_  
Kecia Harper-Ihem  
Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Pamela J. Walls  
County Counsel

**EXHIBIT A  
HEMET-RYAN AIRPORT  
Riverside County EDA**

**Construction Services Work Scope for  
Pavement Rehabilitation Project**

**AIP No. 3-06-0104-012**

**December 14, 2012**

**PROJECT DESCRIPTION**

This Project is for pavement rehabilitation of Runway 5-23 and Taxiways A, C, and D by performing crack seal then applying slurry seal. The work shall consist of providing construction engineering services for three phases of construction performed by one Contractor.

This Work Scope includes all engineering services to be rendered by Mead & Hunt, Inc. (CONSULTANT) for the County of Riverside (COUNTY) after the award of a construction contract. This Scope of Work assumes the Contractor has a fourteen (14) working day construction contract. This scope does not include construction observation or materials testing to be performed by CONSULTANT.

**PHASE I      PRE-CONSTRUCTION**

**1.0    PRE-CONSTRUCTION CONFERENCE**

- 1.1. CONSULTANT has conducted the pre-construction conference. The Project Manager and County established this meeting to review Federal Aviation Administration (FAA) and project-specific requirements prior to commencing construction. The meeting was conducted at the Airport and included the COUNTY, Mead & Hunt, Inc., and Contractor. Representatives of the FAA Airports District Office were invited but were unable to attend. This task included the following:
- a. Schedule meeting, send invitations, provide meeting materials, and prepare pre-meeting exhibits.
  - b. Obtain and review the project construction schedules from the Contractor.
  - c. Provide the Contractor with a list of required submittals that they must provide; discussed at the pre-construction conference.
  - d. Preparation of Meeting Minutes.

**2.0    PREPARE PROJECT FILES**

- 2.1. The CONSULTANT will verify that the construction contracts are in order, the Contractor has met the Disadvantaged Business Enterprise (DBE) goals or made a good-faith effort towards meeting the goals, the Contractor has provided proof of insurance and the bonds have been completed, and the Contractor has been provided with adequate copies of the updated construction plans which include all addenda items issued during bidding.

## **PHASE II CONSTRUCTION ADMINISTRATION**

### **3.0 CONSTRUCTION ADMINISTRATION**

- 3.1. The CONSULTANT agrees to provide Construction Administration Services required for the execution of the contracted work. A Project Manager (PM) will be assigned to the project and will be responsible for the overall administration and review of construction progress, Pay Requests, Change Orders, and other documentation. The PM will review and provide comment on project compliance issues for quality control testing performed by the Contractor.

The PM will review the project documents, photographs and field reports, and attend three (3) project meetings by phone on a weekly basis. Construction Administration Services will include, but are not limited to, the following:

- a. Check construction activities to obtain compliance with plans and specifications.
- b. Provide interpretation of plans and specifications.
- c. Review shop drawings and Contractor submittals of certificates for compliance with design concepts.
- d. Establish and conduct weekly construction progress meetings by phone with the Contractor to discuss pertinent construction issues such as schedules, runway and taxiway closures, materials submittals, mix design approvals, secured area access, and the need for traffic control or gate guards.
- e. Review all pay estimates and provide an explanation of variation between the contract and pay quantities.
- f. Review weekly progress reports.
- g. Prepare and recommend approval of change orders.
- h. Advise the COUNTY during construction.
- i. Assist COUNTY with the preparation of reimbursement requests from grant projects.
- j. Review payroll reports and monitor Contractor's compliance with paying employees, per the Davis-Bacon Act requirements.
- k. Monitor Contractor's compliance with Disadvantaged Business Enterprise program.

### **PHASE II DELIVERABLES**

- Electronic or hard copy review of Contractor' submittals.
- Weekly construction progress reports to COUNTY and to the FAA.
- Monthly Contractor Pay Requests.
- Change Orders as necessary.

### **PHASE III POST CONSTRUCTION SERVICES**

#### **4.0 FINAL INSPECTION AND DOCUMENTATION**

##### **4.1 Final Inspection**

CONSULTANT will schedule and conduct a final inspection with the COUNTY, Contractor, State, and FAA representatives to determine whether the project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The CONSULTANT will document items found to be deficient and will provide the Contractor a listing of those items.

##### **4.2 Final Punch List**

CONSULTANT will prepare a punch list correspondence to include the deficient items and will forward the correspondence to the Contractor. It will state the items in need of correction and will request a schedule for completion. The CONSULTANT will send a copy to the COUNTY and include a copy in the Grant Close-out Report.

##### **4.3 Final Construction Certifications**

Once all of the punch list items have been completed to the satisfaction of the COUNTY, State, and FAA, the CONSULTANT will prepare a COUNTY Certification of Final Construction Acceptance for the project. This certification will also be included in the Final Construction Report.

#### **5.0 RECORD DRAWINGS**

##### **5.1 Record Drawings**

The Project Team will collaboratively assemble the project Record Drawings. The Record Drawings will detail field constructed conditions included as part of this project and will include any field measurements required to compute final quantities. Any drawings will become record information.

#### **6.0 FINAL CONSTRUCTION REPORT (FCR)**

6.1 Once the project is complete, an FCR will be prepared and assembled in conformance with FAA Standards. Components of the report will include a summarization of the project description, project pay requests, change orders, project certifications, documentation of final project acceptance, and test results for all material testing performed during construction. As part of this task, the project closeout will be coordinated with the COUNTY and FAA.

#### **PHASE III DELIVERABLES**

- Final inspection letter and Final Construction Report – Three (3) bound copies
- Record Drawings

## **SCHEDULE OF COMPLETION**

The CONSULTANT will complete all work called for under Phase I, Pre-construction Services and Phase II, Construction Administration on a schedule submitted by the Contractor and approved by the COUNTY. Construction is expected to begin in January 2013 and be completed within fourteen working days. The CONSULTANT will complete the Phase III – Post Construction Services within fourteen (14) working days of the receipt of a copy of the Notice of Completion filed by the COUNTY.

## **COMPENSATION FOR SERVICES**

- A.** Payment for all work outlined in this Work Scope Phases I, II, and III shall be made on a lump sum basis. The budget for these services is Twenty-Five Thousand Dollars (\$25,000) and this budget shall not be exceeded without written authorization from the COUNTY. The cost breakdown is included as Attachment A to this Scope.
- B.** Payment for any additional services requested by the COUNTY will be performed on a lump sum basis as calculated in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule, 2013, included as Attachment B to this Work Scope. The CONSULTANT will establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the COUNTY. Any additional services must be authorized in writing by the COUNTY.





### Construction Engineering Fee

PROJECT NUMBER: 3172400-120677.02  
 DATE: 12/14/12  
 REV. NO:

AIRPORT: Hemet-Ryan Airport  
 LOCATION: Hemet, CA  
 AIP PROJECT NO. 3-06-0104-012  
 PROJECT DESCRIPTION: Pavement Rehabilitation of Runway 5-23, Taxiways A, C, and D.

PHASE I - PRE-CONSTRUCTION	Engineering Fee
1.0 Pre-Construction Conference	\$4,113.00
2.0 Prepare Project Files	\$2,550.00
Expenses	\$912.50
<b>TOTAL PHASE I - PRE-CONSTRUCTION</b>	<b>\$7,575.50</b>
PHASE II - CONSTRUCTION ADMINISTRATION	
3.0 Construction Administration	\$11,229.50
Expenses	\$0.00
<b>TOTAL PHASE II - CONSTRUCTION ADMINISTRATION</b>	<b>\$11,229.50</b>
PHASE - RESIDENT ENGINEERING & MATERIAL TESTING (NOT IN CONTRACT)	
PHASE III - POST CONSTRUCTION SERVICES	
4.0 Final Inspection and Documentation	\$2,731.00
5.0 Record Drawings	\$1,102.50
6.0 Final Construction Report (FCR)	\$1,470.00
Expenses	\$912.50
<b>TOTAL PHASE IV - POST CONSTRUCTION SERVICES</b>	<b>\$6,216.00</b>
<b>TOTAL MEAD &amp; HUNT FEES</b>	<b>\$25,021.00</b>

Item No.	Senior Associate \$255.00	Project Engineer \$172.00	Engineer III \$140.00	Engineer I \$117.00	Senior Technician \$155.00	Technician III \$108.00	Administrative Assistant \$95.00	Clerical \$75.00	Total Hours	Cost Summary
<b>PHASE I - PRE-CONSTRUCTION</b>										
<b>1.0 Pre-Construction Conference</b>										
1.1 Schedule Meeting		1.0							1.0	
1.2 Contact Attendees		1.0							1.0	
1.3 Prepare Meeting Materials			4.0		2.0		0.5		4.5	
1.4 Prepare Exhibits		6.0					0.5		2.5	
1.5 Attend Pre-Construction Meeting			2.0		5.0		1.0	0.5	6.0	
1.6 Review Construction Schedule	0.5						3.0		2.0	
1.7 Prepare List of Required Submittals		1.0			7.0	0.0	5.0	0.5	6.5	
1.8 Prepare Meeting Minutes									4.0	
<b>Estimated Total Man-hours</b>	0.5	9.0	6.0	0.0	7.0	0.0	5.0	0.5	26.0	\$4,113.00
<b>Summary Costs</b>	\$127.50	\$1,548.00	\$840.00	\$0.00	\$1,085.00	\$0.00	\$475.00	\$37.50		<b>\$4,113.00</b>
<b>2.0 Prepare Project Files</b>										
2.1 Verify Contracts	0.5		2.0				0.5		2.5	
2.2 DBE Goals			2.0		0.5		0.5		2.5	
2.3 Proof of Insurance			2.0		1.0		1.0		3.0	
2.4 Bonus Complete	0.5		2.0		1.0		1.0		3.0	
2.5 Provide Construction Plans to Contractor			2.0					2.0	4.0	
2.6 Update Plans to Include Addenda					2.0			2.0	4.0	
<b>Estimated Total Man-hours</b>	1.0	0.0	10.0	0.0	2.0	0.0	3.0	4.0	20.0	\$2,550.00
<b>Summary Costs</b>	\$255.00	\$0.00	\$1,400.00	\$0.00	\$310.00	\$0.00	\$285.00	\$300.00		<b>\$2,550.00</b>
<b>Expenses</b>										
Auto Rental	0	1	0	0	0	0	0	0	1 Days	\$75.00
Mileage	0	175	0	0	0	0	0	0	175 Miles	\$87.50
Lodging and Per Diem	0	1	0	0	0	0	0	0	1 Days	\$150.00
Travel and Airline Costs	0	1	0	0	0	0	0	0	1 Trips	\$600.00
Computer Costs	0	0	0	0	0	0	0	0	0	\$0.00
Trips	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
Other	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
<b>Total Expenses</b>										<b>\$912.50</b>
<b>TOTAL</b>										<b>\$7,575.50</b>

Item No.	Senior Associate \$255.00	Project Engineer \$172.00	Engineer III \$140.00	Engineer I \$117.00	Senior Technician \$155.00	Technician III \$108.00	Administrative Assistant \$95.00	Clerical \$75.00	Total Hours	Cost Summary
<b>PHASE II - CONSTRUCTION ADMINISTRATION</b>										
3.0 Construction Administration										
3.1 Check Construction Activity for Compliance			6.0		2.0		0.5		8.5	
3.2 Provide Interpretation of Plans and Specifications	0.5	6.0	4.0			2.0	0.5	1.0	13.5	
3.3 Review Shop Drawings	0.5		4.0				1.0	1.0	6.0	
3.4 Review Contractor Submittals			6.0			2.0	1.0	1.0	10.0	
3.5 Conduct Weekly Construction Meetings by Phone		8.0							8.0	
3.6 Review Pay Requests		5.0						1.0	6.0	
3.7 Prepare Weekly FAA Progress Reports			4.0				1.0		5.0	
3.8 Review Change Orders			4.0				1.0		5.0	
3.9 Advise County During Construction	0.5	2.0					1.0		3.0	
3.10 Assist County with Reimbursement Requests			6.0				1.0		7.0	
3.11 Review Certified Payroll				4.0				3.0	3.0	
3.12 Monitor DBE Program								1.0	5.0	
									0.0	
									0.0	
<b>Estimated Total Man-hours</b>	<b>1.5</b>	<b>21.0</b>	<b>34.0</b>	<b>4.0</b>	<b>2.0</b>	<b>4.0</b>	<b>7.0</b>	<b>8.0</b>	<b>81.5</b>	<b>\$11,229.50</b>
<b>Summary Costs</b>	<b>\$382.50</b>	<b>\$3,612.00</b>	<b>\$4,760.00</b>	<b>\$468.00</b>	<b>\$310.00</b>	<b>\$432.00</b>	<b>\$665.00</b>	<b>\$600.00</b>		
<b>Expenses</b>										
Auto Rental	0	0	0	0	0	0	0	0	0 Days	\$75.00
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	\$150.00
Travel and Airline Costs	0	0	0	0	0	0	0	0	0 Trips	\$600.00
Computer Costs	0	0	0	0	0	0	0	0	0	\$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
Other	0	0	0	0	0	0	0	0	0	\$50.00
Other	0	0	0	0	0	0	0	0	0	\$100.00
Other	0	0	0	0	0	0	0	0	0	\$50.00
<b>Total Expenses</b>										<b>\$0.00</b>
<b>PHASE II - CONSTRUCTION ADMINISTRATION TOTAL</b>										<b>\$11,229.50</b>



**MEAD & HUNT, Inc.**  
**Western Standard Billing Rate Schedule**  
**Effective January 1, 2013**

**Standard Billing Rates**

Clerical.....	\$75.00 / hour
Interior Designer, Technical Editor.....	\$100.00 / hour
Senior Editor.....	\$148.00 / hour
Registered Land Surveyor.....	\$114.00 / hour
Accounting, Administrative Assistant.....	\$92.00 / hour
Technician I, Technical Writer.....	\$85.00 / hour
Technician II, Surveyor - Instrument Person.....	\$100.00 / hour
Technician III .....	\$108.00 / hour
Technician IV.....	\$130.00 / hour
Senior Technician.....	\$155.00 / hour
Engineer I, Scientist I, Architect I, Planner I.....	\$117.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$129.00 / hour
Engineer III .....	\$140.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$159.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$172.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$210.00 / hour
Senior Associate.....	\$255.00 / 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.

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This schedule of billing rates is effective January 1, 2013, and will remain in effect until December 31, 2013, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

