

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

all



SUBMITTAL DATE:
May 13, 2010

FROM: Economic Development Agency

SUBJECT: Hemet Ryan Airport – Apron Rehabilitation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute the attached contract between the County of Riverside and Mead & Hunt, Inc., for the Apron 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: The purpose of the project is to rehabilitate an existing apron, repair several pavement sections, and seal-coat pavement surfaces, 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) 5-year consultant selection criteria.
(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 131,192	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

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

C.E.O. RECOMMENDATION: APPROVE
Jennifer L. Sargent
BY Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: June 8, 2010
xc: EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: N/A

District: 3

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.30

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS DATE: 5/12/10
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: SAMUEL WONG
 Departmental Concurrence

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

BACKGROUND: (Continued)

The rehabilitation of the aircraft parking apron and associated taxiway areas will improve airport operations and enhance public safety. The construction will extend the usable life of the tie-down apron and maintain it for use by general aviation aircraft.

Staff proposes to have Mead & Hunt, Inc., provide design engineering services and recommends that the Board of Supervisors approve the necessary design contract for the project.

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

CONSULTING SERVICES AGREEMENT

AT HEMET-RYAN AIRPORT

APRON REHABILITATION PROJECT

BY AND BETWEEN

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

AND

MEAD & HUNT, INC.

This Agreement is made and entered into this 8 day of JUNE, 2010, by and between the RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY, a public body corporate politic in the State of California (hereinafter "AGENCY"), and MEAD AND HUNT, INC., (hereinafter "CONSULTANT").

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

WHEREAS, the AGENCY has selected CONSULTANT to provide services based on 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 Jacqueline Cochran Regional Airport; and

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

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

1. DESCRIPTION OF SERVICES: CONSULTANT shall provide services for the design and construction engineering of the Airport Apron, excluding the CDF Apron, 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 AGENCY that it has all licenses, permits, qualifications, and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance upon date of execution of this Agreement and complete performance within 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 AGENCY shall pay the CONSULTANT for services performed and expenses incurred in accordance with Exhibit A, Scope of Service.

a. CONSULTANT shall be paid a LUMP SUM amount not to exceed Fifty Five Thousand Five Hundred Four Dollars (\$55,500) for Engineering Design and Bidding Services described in Exhibit A, Description of Tasks, Elements 1, 2, 3 and 4. CONSULTANT shall submit invoices monthly to the AGENCY for progress payments based on the performance of the total work completed to date.

b. CONSULTANT shall be paid a LUMP SUM NOT TO EXCEED amount of Seventy Five Thousand Five Hundred Dollars (\$75,500) for Construction Engineering Services, described in Exhibit A, Description of Tasks, Element 5. This fee assumes a 30-day construction project.

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

5. INDEMNIFICATION

5.1 The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective

directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:

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

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

5.3 With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action of claim without prior consent of Agency; provided, however, that any such adjustment, settlement, or

compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification as set forth herein.

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

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

5.6 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the Agency to the fullest extent allowed by law.

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

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

6.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the AGENCY,

County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as an Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

6.3 Vehicle Liability: If CONSULTANT'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY, County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents, or representatives as an Additional Insured.

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

6.5 General Insurance Provisions - All lines:

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

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

c. The CONSULTANT shall cause their insurance carrier(s) to furnish the AGENCY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the AGENCY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the AGENCY prior to any material modification or

cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the AGENCY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ***CONSULTANT shall not commence operations until the AGENCY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.***

d. It is understood and agreed by the parties hereto and the CONSULTANT'S insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the AGENCY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work, the Risk Manager reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's required herein; if, in the AGENCY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate. Consultant may terminate this Agreement if it deems that any increase in the amount of insurance required herein is unreasonable.

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

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

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

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

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

9.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for Services satisfactorily provided through the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. CONSULTANT shall provide documentation deemed adequate by AGENCY'S Representative to show the Services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.

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

Termination of this Agreement for cause may be considered by the AGENCY in determining whether to enter into future agreements with CONSULTANT.

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

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

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

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

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

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

AGENCY

Chad Davies
Airports Development Specialist
Economic Development Agency
For the County of Riverside
3403 10th St. 5th floor
Riverside, CA 92501
Phone: (951) 955-9417
Fax: (951) 698-7920
Email: cdavies@rivcoeda.org

CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Economic Development Agency for the
County of Riverside
3403 10th St. 5th floor
Riverside, CA 92501
Attn: Chad Davies,
Airports Development Specialist

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

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

SEAL (ATTEST)

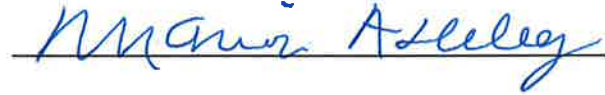
COUNTY OF RIVERSIDE, CALIFORNIA
(OWNER)

ATTEST:

KECIA HARPER-IHEM, Clerk

By

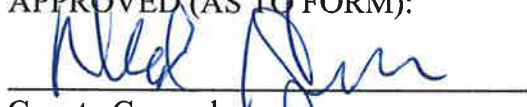

DEPUTY



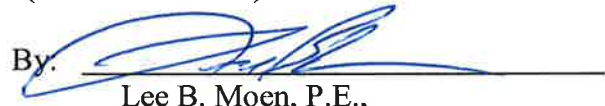
Marion Ashley

Chairman, Board of Supervisors

APPROVED (AS TO FORM):


County Counsel

MEAD AND HUNT, INC.
(CONTRACTOR)

By: 

Lee B. Moen, P.E.,

WITNESSES:

DATED: _____

Title: Vice President

EXHIBIT A
SCOPE OF WORK
HEMET-RYAN AIRPORT
RIVERSIDE COUNTY
Airport Apron Rehabilitation Project
April 2010

Overview

The consulting services required are all those necessary to prepare one set of bidding documents including the engineering designs, plans, and specifications for the Airport Apron Rehabilitation, excluding the CDF Apron, at Hemet-Ryan Airport on behalf of the COUNTY of Riverside. The anticipated Project budget is in excess of Eight Hundred Fifty Thousand Dollars (\$850,000) for design and construction. The CONSULTANT shall prepare a base bid that matches the funds available for construction (\$430,000), with two (2) alternate bids for additional apron rehabilitation.

Project Description

This Project consists of designs, plans, and specifications for Apron Rehabilitation on the Airport, except the CDF Apron. 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 COUNTY
- Project coordination with COUNTY, FAA, and prospective contractors
- Two design review meetings
- Preparation of Categorical Exclusion (CATEX)
- Design pavement repair at valley gutter
- Final plans, specifications, and design report
- Develop Base Bid to match grant money; include adjacent areas as alternates
- Bid documents
- Bid administration
- Pre-bid conference
- Construction Services
- Project closeout

Consultant Expertise Required

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

Excluded Services

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

1. Any environmental analysis, except CATEX preparation.
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.

Description of Tasks

Element 1 – Coordination and Administration

- a. Coordinate all elements of the Project with Sponsor and FAA.
- b. Provide a Project Manager to provide administration for the duration of the Project to include billing, scheduling, coordination with subconsultants and progress reports.

Element 2 – Preliminary Analysis

- a. Conduct kickoff meeting and site visit with the Sponsor.
- b. Prepare CATEX for submittal to FAA.
- c. Provide geotechnical engineering design services for the three (3) phased pavement rehabilitation locations.
- d. Prepare preliminary plans.
 1. Review record drawings and previous studies.
 2. Project layout plan illustrating Project extents, access, and limitations.
 3. Apron pavement repair locations and design.
 4. Show fuel seal locations.
 5. Show rejuvenating seal coat locations.
 6. Marking plans
 7. Details
- e. 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.
- f. Conduct preliminary plan and report quality control review.
- g. Coordinate preliminary construction phasing alternatives with the COUNTY.
- h. Provide up to three (3) copies of the preliminary plans and reports for review by the COUNTY.
- i. Review the preliminary plans and report with the COUNTY via teleconference. COUNTY 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 COUNTY, 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 COUNTY. CONSULTANT shall use COUNTY-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.
- e. Prepare 90% design plans.
 1. Title sheet
 2. Update Project layout plan
 3. Construction safety and operations plan
 4. Phasing plan
 5. Pavement rehabilitation plans
 6. Pavement rehabilitation details
 7. Drainage plans and details
 8. Marking plan and details
 9. Typical sections
 10. Apron cross sections (if required)
- f. Prepare Engineering Design Report with Pavement Design Forms, Construction Safety 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 COUNTY and FAA. Specifications shall be created in compliance with AC 150/5370-10B.
- j. Attend 90% review conference with COUNTY and FAA.
- k. Based on the comments received from the 90% review, prepare 100% plans by updating plans to include Project specific notes and design clarifications.
- l. Update design report to include Sponsor's Certifications.
- m. Update construction cost estimate.
- n. Conduct final quality control and quality assurance review.
- o. Submit one (1) set of the final documents to the COUNTY and one (1) 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 issue addenda to the plans and specifications, if required. All addenda shall be prepared in draft form and shall be approved by COUNTY prior to issuance of final addenda.
- c. Attend and conduct pre-bid meeting in Riverside County.
- d. Review bids and provide recommendation of award.
- e. Prepare bid tabulation sheet.

Element 5 – Construction Engineering Services (CONSULTANT fees not included in Basic Engineering Design Services)

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

- a. Conduct a Preconstruction Conference with representatives of the COUNTY, FAA, and the Contractor.
- b. Review Contractor submittals and notify Contractor of acceptance, revisions, or rejection.
- c. Provide in-office administrative support for the CONSULTANT's resident Engineer/Technical Observer and prepare monthly reports, Contractor pay requests, and monthly FAA reimbursement requests.
- d. Consult with the COUNTY and prepare documentation regarding Change Orders, uncorrected non-compliance, request for deviations in the plans, substantial delays, and other Contract-related matters.
- e. Provide Technical Observation of the Project's construction by qualified full-time airport Engineer/Inspector.
- f. Maintain a current daily construction diary and prepare the weekly reports to send to the FAA.
- g. Provide materials and compaction testing to evaluate the Contractor's compliance with project specifications.
- h. Make a final review of the work and prepare a Final Construction Report. Provide the COUNTY with Mylar reproducible record drawings and their electronic files based on the CONSULTANT's and Contractor's representation of actual construction.

Documents Reproduction

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

- 1. Three (3) copies of all documents for each and every review.
- 2. 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

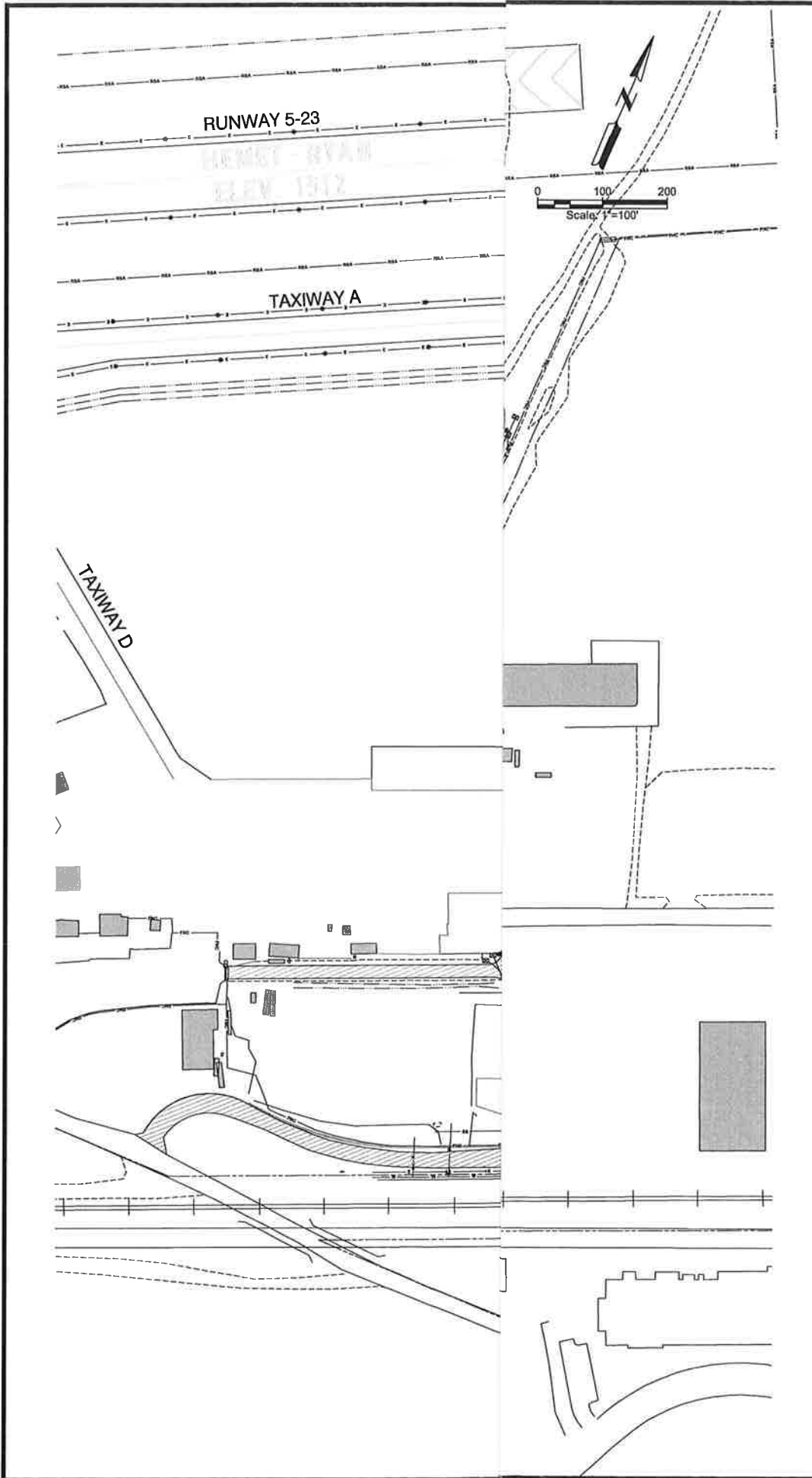
All designs and all work on the Project shall be in accordance with all applicable FAA Advisory Circulars. All bidding documents shall utilize the FAA standard construction specifications or the CalTrans standard construction specifications, whichever is most appropriate.

Schedule

The Preliminary Design Report and preliminary plans will be submitted to the COUNTY for review within 30 working days from the issuance of the Notice to Proceed. The 90% review documents will be submitted to the COUNTY and FAA for review within 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 10 working days of the receipt of FAA and COUNTY review comments on the 90% submittal.

Compensation for Services

1. For the Design and Bidding Services outlined in Elements 1 through 4 of Exhibit A, the CONSULTANT shall be compensated a lump sum amount of Fifty Five Thousand Five Hundred Dollars (\$55,500). Payment shall be made in proportion to the work completed based on progress reports to the total service to be performed. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.
2. Construction Services as outlined in Element 5 of Exhibit A shall be compensated as a lump sum amount of Seventy Five Thousand Five Hundred Dollars (\$75,500). The negotiated fee shall not be exceeded without written authorization from the COUNTY and FAA. 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.
3. Additional services, not covered by this work scope, can be provided upon written request by the COUNTY and agreement by the CONSULTANT with compensation on a lump sum (not to exceed) basis in conformance with the 2009 Standard Billing Rate Schedule included as Exhibit B.



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 Santa Rosa, CA 95403
 707.526.5010
 fax: 707.526.9721
 www.meadhunt.com

These documents shall not be used for any purpose or project for which it is not intended. Users shall be held responsible for the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such reliance or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or in whole, is prohibited.

**APRON REHABILITATION
 HEMET-RYAN AIRPORT**

RIVERSIDE COUNTY EDA

REVISION

NOT FOR CONSTRUCTION

APR NO: X-XX-XXXX-XX
 MEH NO: 12345-67-89123
 DATE: 04/21/10
 DESIGNED BY: RAC
 DRAWN BY: RAC
 CHECKED BY: XXX

DO NOT SCALE DRAWINGS
 SHEET CONTENTS
 PROJECT LOCATION

DATE PLOTTED: 04/21/10 11:00 AM
 PLOTTER: HP DesignJet 2400

HEMET RYAN AIRPORT
Engineering Services Cost Estimate
Apron Rehabilitation

BASIC ENGINEERING DESIGN SERVICES

General Administration & Coordination

Senior Associate	4	Hours	@	\$ 245.00	\$ 980.00
Project Engineer	10	Hours	@	\$ 175.00	\$ 1,750.00
Accounting	5	Hours	@	\$ 84.00	\$ 420.00
Trip	2	Each	@	\$ 1,300.00	\$ 2,600.00
				Subtotal	\$ 5,750.00

CATEX

Project Engineer	2	Hours	@	\$ 175.00	\$ 350.00
Senior Planner	8	Hours	@	\$ 160.00	\$ 1,280.00
Planner II	24	Hours	@	\$ 122.00	\$ 2,928.00
Engineering Technician II	4	Hours	@	\$ 93.00	\$ 372.00
Clerical	2	Hours	@	\$ 66.00	\$ 280.00
				Subtotal	\$ 5,062.00

Geotechnical

Senior Associate	2	Hours	@	\$ 245.00	\$ 490.00
Kleinfelder	1	Each	@	\$ 15,000.00	\$ 15,000.00
Project Engineer	4	Hours	@	\$ 175.00	\$ 700.00
Engineering Technician II	8	Hours	@	\$ 93.00	\$ 744.00
				Subtotal	\$ 16,934.00

Apron Rehabilitation

Senior Associate	4	Hours	@	\$ 245.00	\$ 980.00
Project Engineer	10	Hours	@	\$ 175.00	\$ 1,750.00
Engineer II	20	Hours	@	\$ 122.00	\$ 2,440.00
Engineering Technician II	10	Hours	@	\$ 93.00	\$ 930.00
Engineering Technician I	20	Hours	@	\$ 76.00	\$ 1,520.00
				Subtotal	\$ 7,620.00

Marking

Senior Associate	2	Hours	@	\$ 245.00	\$ 490.00
Project Engineer	2	Hours	@	\$ 175.00	\$ 350.00
Engineer III	8	Hours	@	\$ 122.00	\$ 1,096.00
Engineering Technician II	16	Hours	@	\$ 93.00	\$ 1,488.00
				Subtotal	\$ 3,424.00

Construction Sequencing (RWY & TWY Closure)

Senior Associate	2	Hours	@	\$	245.00	\$	490.00
Project Engineer	2	Hours	@	\$	175.00	\$	350.00
Engineer II	16	Hours	@	\$	122.00	\$	1,952.00
Engineering Technician II	10	Hours	@	\$	93.00	\$	930.00
Clerical	8	Hours	@	\$	66.00	\$	528.00
					Subtotal	\$	4,250.00

Specifications & Bid Documents

Senior Associate	2	Hours	@	\$	245.00	\$	490.00
Project Engineer	20	Hours	@	\$	175.00	\$	3,500.00
Engineer II	10	Hours	@	\$	122.00	\$	1,220.00
Clerical	16	Hours	@	\$	66.00	\$	1,056.00
					Subtotal	\$	6,266.00

Bidding

Senior Associate	3	Hours	@	\$	245.00	\$	735.00
Project Engineer	10	Hours	@	\$	175.00	\$	1,750.00
Engineer II	20	Hours	@	\$	122.00	\$	2,440.00
Clerical	10	Hours	@	\$	66.00	\$	660.00
Expenses	1	[cost +15%]	@	\$	600.00	\$	600.00
					Subtotal	\$	6,185.00

TOTAL BASIC ENGINEERING **\$ 55,491.00**

HEMET-RYAN AIRPORT
Engineering Services Cost Estimate
Apron Rehabilitation

CONSTRUCTION ENGINEERING SERVICES

General Administration & Coordination

Senior Associate	4 Hours	@	\$ 245.00	\$ 980.00
Project Engineer	8 Hours	@	\$ 175.00	\$ 1,400.00
Resident Engineer	6 Hours	@	\$ 125.00	\$ 750.00
Administrative Assistant	6 Hours	@	\$ 84.00	\$ 504.00
			Subtotal	\$ 3,634.00

Preconstruction Conference

Senior Associate	2 Hours	@	\$ 245.00	\$ 490.00
Project Engineer	16 Hours	@	\$ 175.00	\$ 2,800.00
Resident Engineer	10 Hours	@	\$ 125.00	\$ 1,250.00
Clerical	6 Hours	@	\$ 66.00	\$ 396.00
			Subtotal	\$ 4,936.00

Submittal Review & Asphalt Mix Design Approval

Senior Associate	1 Hours	@	\$ 245.00	\$ 245.00
Project Engineer	4 Hours	@	\$ 175.00	\$ 700.00
Engineer III	8 Hours	@	\$ 137.00	\$ 1,096.00
Clerical	3 Hours	@	\$ 66.00	\$ 198.00
			Subtotal	\$ 2,239.00

Contractor Pay Requests & Budget Administration

Senior Associate	1 Hours	@	\$ 245.00	\$ 245.00
Project Engineer	6 Hours	@	\$ 175.00	\$ 1,050.00
Resident Engineer	4 Hours	@	\$ 125.00	\$ 500.00
Clerical	1 Hours	@	\$ 66.00	\$ 66.00
			Subtotal	\$ 1,861.00

Change Orders

Senior Associate	2 Hours	@	\$ 245.00	\$ 490.00
Project Engineer	6 Hours	@	\$ 175.00	\$ 1,050.00
Resident Engineer	6 Hours	@	\$ 125.00	\$ 750.00
Engineering Technician IV	4 Hours	@	\$ 116.00	\$ 464.00
Administrative Assistant	3 Hours	@	\$ 84.00	\$ 252.00
Clerical	2 Hours	@	\$ 66.00	\$ 132.00
			Subtotal	\$ 3,006.00

Project Meetings & Site Visits

Senior Associate	2 Hours	@	\$ 245.00	\$ 490.00
Project Engineer	8 Hours	@	\$ 175.00	\$ 1,400.00
Resident Engineer	8 Hours	@	\$ 125.00	\$ 1,000.00
Administrative Assistant	3 Hours	@	\$ 84.00	\$ 252.00
			Subtotal	\$ 3,142.00

Daily Inspection

Resident Engineer	240	Hours	@	\$ 125.00	\$ 30,000.00
Per Diem	30	Day	@	\$ 65.00	\$ 1,950.00
Lodging and Subsistance	30	[cost+15%]	@	\$ 400.00	\$ 12,000.00
				Subtotal	\$ 43,950.00

Construction Testing

Senior Project Engineer	1	Hours	@	\$ 200.00	\$ 200.00
Project Engineer	1	Hours	@	\$ 175.00	\$ 175.00
Kleinfelder 2	1	EA	@	\$10,000.00	\$ 10,000.00
				Subtotal	\$ 10,375.00

Final Inspection, Reports & Record Drawings

Senior Associate	2	Hours	@	\$ 245.00	\$ 490.00
Project Engineer	8	Hours	@	\$ 175.00	\$ 1,400.00
Resident Engineer	4	Hours	@	\$ 125.00	\$ 500.00
Administrative Assistant	2	Hours	@	\$ 84.00	\$ 168.00
				Subtotal	\$ 2,558.00

TOTAL BASIC ENGINEERING**\$ 75,701.00**

MEAD & HUNT, Inc.
Standard Billing Rate Schedule

Effective January 2009

Standard Billing Rates

Clerical.....	\$66.00 / hour
Interior Designer, Technical Editor.....	\$90.00 / hour
Senior Editor.....	\$137.00 / hour
Registered Land Surveyor.....	\$106.00 / hour
Accounting, Administrative Assistant.....	\$84.00 / hour
Technician I, Technical Writer.....	\$76.00 / hour
Technician II, Surveyor - Instrument Person.....	\$93.00 / hour
Technician III	\$105.00 / hour
Technician IV.....	\$116.00 / hour
Senior Technician.....	\$160.00 / 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	\$137.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist... ..	\$160.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$175.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner.....	\$200.00 / hour
Senior Associate.....	\$245.00 / hour
Principal.....	\$260.00 / hour
Senior Client/Project Manager.....	\$260.00 / 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	\$0.85 / 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, 2009, and will remain in effect until December 31, 2009, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.