

**AGREEMENT FOR CONSTRUCTION ADMINISTRATION SERVICES
FOR
RUNWAY 10-28 ASPHALT SLURRY SEAL REHABILITATION
(AIP No. 3-06-0117-019-2018)**

THIS AGREEMENT, is entered into this _____ day of _____, 2019 by and between the County of Lake, hereinafter "COUNTY" and Mead & Hunt, Inc., hereinafter "CONSULTANT".

RECITALS

WHEREAS, COUNTY is in need of professional construction administration services for the above-mentioned runway rehabilitation, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT is a licensed professional Civil Engineer in the State of California and is qualified and willing to provide said services.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

I.

SCOPE OF SERVICES

CONSULTANT shall perform the services described in Exhibit "A", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibit "A", the provisions of this Agreement shall control. CONSULTANT shall perform services within the times or by the dates provided in Exhibit "A", which by reference is made a part hereof, except that, if applicable, the schedule may be adjusted to reflect any delay in issuance of the Notice to Proceed, or other delay factors not subject to CONSULTANT control.

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II.

COUNTY'S RESPONSIBILITIES

The County's responsibilities will include the payment for the CONSULTANT'S services in accordance with the applicable provisions set forth elsewhere in this agreement. Additionally, the COUNTY may agree to provide the following information, documents, and/or materials.

- A. COUNTY Furnished Data: COUNTY will provide to CONSULTANT all data in COUNTY's possession relating to CONSULTANT's services on the PROJECT.

- B. Access to Facilities and Property: COUNTY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services. COUNTY will be responsible for all acts of COUNTY's personnel.

- C. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, COUNTY will obtain, arrange and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services.

- D. Timely Review: COUNTY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as COUNTY deems appropriate; and render in writing decisions required by COUNTY in a timely manner.

- E. Prompt Notice: COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or of any errors or omissions in the work of CONSULTANT.

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Environmental Clearances: COUNTY will be responsible for all environmental clearances.

- F. Asbestos or Hazardous Substances and Indemnification: If asbestos or hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

If asbestos is suspected, CONSULTANT will if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

To the maximum extent permitted by law, COUNTY will indemnify CONSULTANT and CONSULTANT's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation or dispute resolution expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the PROJECT.

III.

INVOICING AND PAYMENTS

- A. CONSULTANT shall invoice COUNTY monthly (or such other time as may be mutually agreed) in arrears for actual time and expense incurred on each task performed, and for a proportional share of the lump sum amounts, subject to limitations established in the COMPENSATION FOR SERVICES paragraph set forth in Exhibit A herein.
- B. County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the CONSULTANT and approved by the County Public Works Director.

IV
CONSULTANT'S REPORTS AND/OR MEETINGS

- A. The CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Project Manager to determine if the CONSULTANT is performing to expectations or is on schedule, to provide communication of the interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.
- B. The CONSULTANT's Project Manager shall meet with the COUNTY's Project Manager as needed to discuss progress on the project.

V.
DUE PERFORMANCE - DEFAULT

Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within 10 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

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VI.
TERMINATION

This Agreement may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By COUNTY upon 15 days written notice to CONSULTANT.

Upon termination prior to the full and satisfactory completion of CONSULTANT's performance under this Agreement, COUNTY shall not be liable to pay CONSULTANT the total compensation set forth in provision II of this Agreement, but CONSULTANT shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONSULTANT covered by this Agreement.

VII.
INSURANCE

CONSULTANT shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least twenty (20) days prior written notice has been given to COUNTY.

CONSULTANT shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONSULTANT to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire Agreement. COUNTY shall not be responsible for any premiums or assessments on the policy.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this Agreement by CONSULTANT and prior to commencement of work hereunder.

A. **Compensation Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, CONSULTANT shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by CONSULTANTs Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

B. **Commercial General Liability.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent CONSULTANTs liability.

C. **Automobile Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONSULTANT's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.

D. **Professional Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Professional Liability Insurance for

protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONSULTANT, its employees, subcontractors, and agents are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.

E. **Subcontractors.** CONSULTANT shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONSULTANT described with particularity hereinbelow.

F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers officials and employees, are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). All coverage available to the Contractor shall also be available and applicable to the County. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the County. Contractor shall not commence work under this Contract until he has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

G. **Other Insurance Provisions.** For any claims related to the work performed under this Agreement by CONSULTANT, the CONSULTANT's insurance coverage shall be primary insurance as to the COUNTY, its officers, officials and employees. Any insurance or self-insurance maintained by COUNTY, its officers, officials and employees shall be in excess of the CONSULTANT's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONSULTANT shall reduce or eliminate such deductibles or self-insurance retentions or CONSULTANT shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONSULTANT under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, CONSULTANT agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. CONSULTANT may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

VIII.

INDEMNIFICATION - HOLD HARMLESS

Each party shall indemnify and hold the other harmless against actions, claims, demands, and liabilities and against losses, direct damage, actual cost, and reasonable attorney's

fees, arising directly or indirectly out of an actual injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, direct damage, actual cost, and/or reasonable attorney's fees. This provision shall not extend to any claim, demand, liability, loss, direct damage, actual cost, and/or reasonable attorney's fees covered by the insurance of either party.

CONSULTANT's obligations under this Section shall survive the termination of the Agreement.

IX.

CONSULTANT'S WARRANTIES

CONSULTANT hereby makes the following representations:

- A. **Standard of Care.** CONSULTANT represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONSULTANT or designated subcontractors, in a manner according to generally accepted practices of the (ex. legal/medical/engineering) profession.

- B. **Non-Discrimination in Employment.** In the performance of the work authorized under this Agreement, CONSULTANT shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

- C. **Adherence to Applicable Disability Law.** CONSULTANT shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

- D. **HIPAA Compliance.** CONSULTANT will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

- E. **Safety Responsibilities.** CONSULTANT will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONSULTANT agrees that in the performance of work under this Agreement, CONSULTANT will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

- F. **Interest of CONSULTANT.** CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.

X.

ASSIGNMENT

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONSULTANT from COUNTY under this Agreement may be assigned by the CONSULTANT to a bank, a trust company, or other financial

institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

XI.

INDEPENDENT CONTRACTOR

It is specifically understood and agreed that, in the making and performance of this Agreement, CONSULTANT is an independent contractor and is not an employee, agent or servant of COUNTY. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

CONSULTANT is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONSULTANT and CONSULTANT's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

XII.

MODIFICATION

This Agreement may only be modified by a written amendment thereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONSULTANT and COUNTY executed by COUNTY's Project Manager.

XIII.

ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs,

and necessary disbursements in addition to any other relief to which such party may be entitled.

XIV.

OWNERSHIP OF DOCUMENTS

All non-proprietary reports, drawings, renderings, information, and/or other documents or materials prepared by and/or submitted to CONSULTANT hereunder shall become the property of COUNTY. In the event of the termination of this Agreement for any reason whatsoever, CONSULTANT shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to COUNTY without exception or reservation.

XV.

RECORDS - AUDIT

CONSULTANT shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids [if applicable], all income, and expenditures. These documents and records shall be retained by CONSULTANT for at least five (5) years from the completion of this Agreement. CONSULTANT will permit COUNTY to audit all books, accounts, and/or records relating to this Agreement and/or all accounts or records of any business entities controlled by CONSULTANT who participated in this Agreement. An audit may be conducted on CONSULTANT's premises, or at COUNTY's option, CONSULTANT shall provide all books and records within a maximum of fifteen (15) days of CONSULTANT's receipt of written notice to do so from the COUNTY. CONSULTANT shall refund any moneys erroneously charged.

XVI.

JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding

this Agreement or performance thereof shall be in Lake County, California. CONSULTANT waives any right of removal it might have under California Code of Civil Procedure Section 394.

XVII.

RESIDENCY

All independent CONSULTANTS providing services to COUNTY for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

XVIII.

NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

XIX.

SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

XX.

NON-APPROPRIATION

In the event COUNTY is unable to obtain funding at the end of each fiscal year for professional engineering services required during the next fiscal year, COUNTY shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

XXII.

ADDITIONAL PROVISIONS

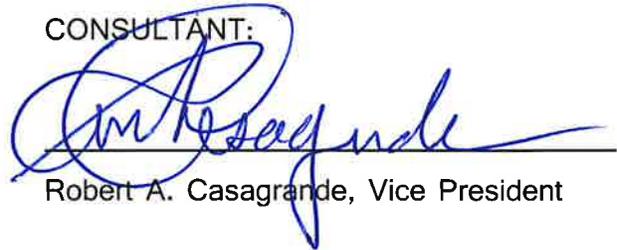
This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

COUNTY and CONSULTANT have executed this Agreement on the day and year first written above.

COUNTY OF LAKE:

Chair, Board of Supervisors

CONSULTANT:


Robert A. Casagrande, Vice President

ATTEST: Carol J. Huchingson
Clerk of the Board
Of Supervisors

APPROVED AS TO FORM:

Anita L. Grant
County Counsel

By: _____

By:  _____

EXHIBIT "A"

TO

AGREEMENT FOR CONSTRUCTION ADMINISTRATION SERVICES

FOR

RUNWAY 10-28 ASPHALT SLURRY SEAL REHABILITATION

(AIP No. 3-06-0117-019-2018)

IN LAKE COUNTY, CALIFORNIA

**County of Lake
LAMPSON FIELD AIRPORT
Construction Administration Scope of Services
for
Runway 10-28 Asphalt Slurry Seal Rehabilitation
AIP No. 3-06-0117-019-2018; County Bid No. 19-11
July 2019**

PROJECT DESCRIPTION

The County of Lake (COUNTY) intends to construct Runway 10-28 Asphalt Slurry Seal Rehabilitation project (Project). The Project was designed by Mead & Hunt, Inc. (CONSULTANT) under a separate contract. The work involved includes surface preparation, crack seal, crack repair, area repair, the application of slurry seal, and application of pavement markings for Runway 10-28 and Taxiway A. The project was divided into three bid schedules, which will all be awarded to one Contractor.

The Project is funded by the Federal Aviation Administration (FAA) under Airport Improvement Program (AIP) Grant No. 3-06-0117-019-2018 and is subject to compliance to all FAA regulations and standards.

CONSULTANT will exercise best judgment practices, guided by consultation with the COUNTY, in determining the balance between the needs of the COUNTY, the FAA design standards, the quality of construction, and the COUNTY funds available to achieve optimum construction of the Project.

CONSULTANT will assist the COUNTY in establishing the requirements for the Project and perform the professional services necessary to complete the Project.

CONSTRUCTION SERVICES

This Scope of Services includes the engineering services to be provided by CONSULTANT for County of Lake (COUNTY) after the award of a construction contract. This scope assumes a thirty (30) working day mobilization period and thirty-five (35) working days of construction. Compaction and materials testing will be performed in conformance with the Specifications by a competent geotechnical lab under the direction of CONSULTANT.

Upon Notice to Proceed, CONSULTANT proposes to provide the following work as detailed in the following Tasks and subtasks.

TASK 1 PROJECT MANAGEMENT

Task 1.1 Project Management

Project management is a set of interrelated actions and processes performed by the CONSULTANT to identify, assemble, and employ appropriate resources to accomplish the work as specified in this Scope of Services.

in addition to the credential requirements of those performing the testing. The CMP may contain forms such as quantity sheets, testing sheets, and construction documenting forms for use by the Contractor. A preliminary copy of the CMP will be submitted to the COUNTY and FAA for approval. After FAA review, the CMP will be revised if needed, and issued to the Contractor for use during the Project.

Task 2.5 Prepare Project Files

The quantity sheets, testing sheets, FAA reporting documents, and construction report format will be prepared on CONSULTANT standard forms or COUNTY-provided forms. Contractor will be provided with electronic copies of the construction set of Plans and Specifications.

The CONSULTANT will prepare Project files for use during the Project.

Task 2.6 Grant Application for Federal Assistance

As directed by COUNTY, CONSULTANT will assist in the preparation of the grant application for the construction work. This task includes the preparation of the required forms and exhibits for the Project. After FAA review, and after bids have been received, CONSULTANT will assist the COUNTY in revising the documents for final submittal to the FAA. CONSULTANT'S assistance with preparation of the application includes the following:

- a. Preparation of Federal forms SF-424 and 5100-100, current forms.
- b. Program narrative, discussing the purpose and need of the work and the method of accomplishment.
- c. Project funding summary.
- d. Project cost estimate.
- e. Inclusion of current Exhibit A Property Map.
- f. A sketch of proposed Project area to be submitted with application.
- g. Sponsor's Certifications (6).
- h. Current Grant Assurances.
- i. Title VI Assurances.
- j. Bid Tabulation showing bidders, and lowest bidder (Final Grant Submittal).
- k. Relevant bid documents, if necessary (Final Grant Submittal).

Task 2 Deliverables

- 1) Pre-Construction Meeting Minutes – Electronic files to COUNTY and attendees.
- 2) Construction Management Plan – Electronic files.
- 3) Construction Set of Plans and Specifications – one (1) hardcopy of each (Plans will include one half-size and one full size set) and electronic submittal.
- 4) Preliminary and Final AIP Grant Application – Electronic files.

TASK 3 CONSTRUCTION ADMINISTRATION SERVICES

Task 3.1 Construction Administration

Task 4.1 Construction Observation

This task will include construction observation, and on-site construction administration during construction of the Project. A Resident Project Representative (RPR) will be assigned to this Project. The RPR will work with the PM to oversee the construction progress.

The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, and record as-built changes. The RPR will report non-compliance issues to COUNTY.

The RPR will maintain a construction diary to record the construction progress of the Project. The diary will be made available to the COUNTY upon request for review during inspections or visits. The Project diary typically includes information such as weather conditions, job site conditions, work in progress, general location of work, equipment in use, Contractor's work force and hours worked, delivered materials, tests performed, failed tests (if any) and action taken, instructions to Contractors, record of visitors to Project and verbal or written instructions given, record of telephone conversations and any verbal instructions received or authorizations granted, engineering field force activity and hours worked, and any delays to construction and the reason for delays.

Construction observation services may include the following, as determined by CONSULTANT and COUNTY:

- a. Review and check layout and surveys conducted by the Contractor in accordance with the Plans and Specifications.
- b. Check construction activities for compliance with Plans and Specifications.
- c. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- d. Evaluate the Contractor's suggestions on drawings or Specifications modifications and report those suggestions to the COUNTY.
- e. Acquire field measurements.
- f. Monitor the Contractor's compliance with the Construction Safety and Phasing Plan and immediately bring any non-compliance issues to the attention of the Contractor.
- g. Monitor Contractor's compliance with the Contractor's Quality Control Program (if applicable).
- h. Conduct coordination of materials inspections and acceptance tests required by the FAA and observe and evaluate all such tests made by the Contractor in the field and laboratory as necessary in accordance with Plans and Specifications.
- i. Monitor Contractor's performance of the required quality control tests and furnish copies of observed test reports to the COUNTY. Any non-compliance issues shall immediately be reported to the Contractor and COUNTY.
- j. Establish and conduct weekly construction progress meetings with the Contractor to discuss work progress and pertinent construction issues such as schedules, road closures, materials submittals, mix design approvals, and the need for Contractor supplied traffic control devices.
- k. Furnish the COUNTY and FAA with weekly construction progress and inspection reports.
- l. Review Contractor's weekly submitted payrolls for compliance with Federal and State law on classification and wage rates.

- m. Prepare agreed to change orders, which typically include a cost estimate, cost/price analysis, and record of negotiations. Prepare and negotiate necessary interpretations and clarifications, additions and deletions to change orders, and supplemental agreements as required. Copies of the change order(s) shall be submitted to the COUNTY and the FAA for approval and signature before proceeding with the work. Any additional design would not be considered in this scope of services.
- n. Prepare and submit periodic estimates, including the final estimate, during the construction of Project. Determine the amount owed to the Contractor and recommend those payment amounts in writing to the Contractor. Submit periodic payment recommendations to the COUNTY for concurrence and the FAA for federal participation payment requests. The payment recommendations will demonstrate that work has progressed to the point indicated for payment and that, to the CONSULTANT's best knowledge, information, and belief, the quality of such work is in accordance with the contract documents. The CONSULTANT, as an experienced and qualified professional, will make payment recommendations from information provided by the Contractor, reviewed from payment applications and accompanying data and schedules, and/or measured in the field.
- o. Receive from Contractor and review maintenance and operating instructions, schedules, guarantees, bonds, inspection certificates, tests, approvals, as deemed necessary by the CONSULTANT.
- p. Conduct an inspection to determine if in the opinion of the CONSULTANT the work is completed and ready for final acceptance. After consultation with the COUNTY, the CONSULTANT will furnish the Contractor with a list of items that were observed and require completion or correction, prior to final acceptance.

TASK 5 MATERIALS TESTING

Task 5.1 Materials Testing

- a. The materials testing services shall be performed in conformance with the Project Specifications by a subconsultant to the CONSULTANT. The CONSULTANT will be responsible to coordinate and schedule Quality Assurance (QA) materials testing with the subconsultant throughout the Project duration.
- b. Under direction of CONSULTANT, the subconsultant shall make necessary acceptance tests in accordance with the cited requirements and standard methods of ASTM, and AASHTO; record all test results on the appropriate forms; prepare a summary and disposition of all testing and materials inspection; record all deviating tests; conduct materials inspections and acceptance tests required by the COUNTY in accordance with Plans and Specifications; and furnish copies of all test reports to the COUNTY. Any non-compliance issues shall immediately be reported to the Contractor and COUNTY.
- c. This scope assumes the following materials testing and construction administration support from the subconsultant:
 - **Hot Mix Asphalt**
 - Perform compaction testing of Hot Mix Asphalt (HMA).
 - Laboratory testing of HMA required for acceptance.

Material testing will be performed by certified testers and inspectors. The subconsultant will prepare and submit Daily Field Reports and Laboratory Test Reports to the CONSULTANT and the COUNTY.

TASK 6 SWPPP MONITORING AND REPORTS - NIC

Contractor will provide and manage the Storm Water Pollution Prevention Plan (SWPPP) for the duration of the Project. CONSULTANT will observe and note that BMPs and BATs are in place and being maintained.

TASK 7 BIOLOGICAL SURVEY - NOT USED

TASK 8 POST CONSTRUCTION SERVICES

Task 8.1 Final Inspection and Documentation

8.1.1 Final Inspection

CONSULTANT will schedule and conduct a final inspection with the COUNTY, Contractor, 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 list of those items. The CONSULTANT team for final inspection will include PM and RPR. A surveying subconsultant will confirm the as-built elevations and configuration of the drainage basin improvements.

8.1.2 Final Punch List

CONSULTANT will prepare a punch list correspondence to include the deficient items discovered during final inspection and will forward the correspondence to the Contractor. It will state the items in need of correction and request a schedule for completion. The CONSULTANT will send a copy to the COUNTY and may include a copy in the Final Construction Report.

8.1.3 Final Construction Certifications

Once the punch list items have been completed to the satisfaction of the COUNTY, the CONSULTANT will prepare a Sponsor Certification of Final Construction Acceptance for the Project to be signed off by the COUNTY. This certification will also be included in the Final Construction Report.

Task 8.2 Record Drawings and Equipment Manuals

8.2.1 Record Drawings

The CONSULTANT, COUNTY, and Contractor will collaboratively assemble the Project Record Drawings. The Record Drawings will detail field constructed conditions included as part of this Project and will include the results of field surveying required to compute final quantities and confirm basin geometry. Any Drawings will become record information. The CONSULTANT will provide the COUNTY with a set of reproducible Record Drawings in both digital and hardcopy format.

Task 8.3 Final Construction Report (FCR)

Once the Project is complete, an FCR will be prepared and assembled in conformance with FAA standards and requirements. 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 any material testing performed during construction. As part of this Task, the Project closeout will be coordinated with the COUNTY and the FAA.

forward to working with you on this Project. Please give us a call if you have any questions on this Proposal / Scope of Services.

Sincerely,

MEAD & HUNT, Inc.

A handwritten signature in black ink, appearing to read "Doug L. Asche". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

Doug Asche, PE
Project Manager

Lampson Field Airport

**Runway 10-28 Asphalt Slurry Seal Rehabilitation
Construction Administration Services**

Date: 7/23/2019

		Mead & Hunt (labor hours and rates)								Expenses		Total Cost
		Principal	Project Engineer / Project Manager	Senior Engineer / Architect	Construction Observer / Engineer III	Engineer I / Architect I	Technician I	Administrative Assistant	Clerical			
		318.56	247.87	217.23	157.05	114.85	81.52	98.55	65.22			
TASK 1 - PROJECT MANAGEMENT										\$ 280.00		
1.1	Project Management	1.0	12.0	0.0	0.0	0.0	3.0	16.0	2.0	\$	5,242.40	
Subtotal Task 1 - Project Management										\$	5,242.40	
TASK 2 - PRE-CONSTRUCTION												
2.1	Pre-construction Conference		5.0		5.0			2.0	1.0	\$ 100.00	\$ 2,542.97	
2.2	Preparation of Construction Documents		1.0		2.0	2.0		2.0		\$	885.57	
2.3	Review/Submit/Shop Drawings for Compliance		4.0		8.0	4.0		2.0	1.0	\$	3,165.08	
2.4	Prepare Construction Management Plan (CMP)		2.0	1.0	4.0	8.0		1.0	1.0	\$	2,423.99	
2.5	Prepare Project Files					5.0		1.0	1.0	\$	1,082.57	
2.6	Grant Application for Federal Assistance		8.0					2.0		\$	2,178.45	
Subtotal Task 2 - Pre construction		0.0	20.0	2.0	20.0	22.0	0.0	10.0	4.0	\$ 100.00	\$ 12,402.04	
TASK 3 - CONSTRUCTION ADMINISTRATION SERVICES												
3.1	Construction Administration		15.0	2.0	10.0	2.0			2.0	\$	6,060.25	
3.2	Request for Information (if assumed) and Change Orders (if assumed)		2.0	1.0	8.0	4.0		2.0	6.0	\$	3,016.84	
3.3	Weekly Meetings (up to 4 anticipated)		20.0		8.0				4.0	\$ 100.00	\$ 6,570.65	
3.4	Site Visits During Construction by PM & PE (if assumed)		5.0		5.0				2.0	\$ 100.00	\$ 2,254.04	
3.5	Weekly FAA Progress Reports		2.0		8.0					\$	751.74	
3.6	Review Pay Estimates		2.0	1.0	5.0				2.0	\$	1,765.95	
3.7	Certified Payroll and Davis-Bacon Act Requirements		1.0				1.0		9.0	\$	833.20	
3.8	ESE Program - N/C									\$		
Subtotal Section 3 Construction Administration Services		0.0	47.0	4.0	45.0	6.0	0.0	3.0	25.0	\$ 200.00	\$ 22,392.11	
TASK 4 - CONSTRUCTION OBSERVATION												
4.1	Construction Observation		0.0	0.0	270.0	0.0	0.0	0.0	0.0	\$ 9,000.00	\$ 50,403.50	
Subtotal Section 4 - Construction Observation		0.0	0.0	0.0	270.0	0.0	0.0	0.0	0.0	\$ 8,000.00	\$ 50,403.50	
TASK 5 - MATERIALS TESTING												
5.1	Materials Testing & Surveying		0.0	8.0	10.0	0.0	0.0	0.0	2.0	\$ 20,000.00	\$ 23,682.30	
Subtotal Section 5 - Materials Testing		0.0	8.0	8.0	10.0	0.0	0.0	0.0	2.0	\$ 20,000.00	\$ 23,682.30	

Lampson Field Airport

**Runway 10-28 Asphalt Slurry Seal Rehabilitation
Construction Administration Services**

Date: 7/23/2019

PHASES and TASKS	Mead & Hunt (labor hours and rates)										Total Cost	
	Principal	Project Engineer / Project Manager	Senior Engineer / Senior Architect	Construction Observer / Engineer III	Engineer I / Architect I	Technician I	Administrative Assistant	Clerical	Expenses			
TASK 5 - SWPPP Monitoring and Reports												
5.1 SWPPP Assistance - NIC	318.56	247.87	217.29	157.05	114.85	87.52	98.55	55.22				
Subtotal Section 5 - SWPPP Monitoring and Reports	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
TASK 6 - Not Used												
6.1 Not Used	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Subtotal Section 6 - LOWAR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
TASK 7 - POST CONSTRUCTION SERVICES												
7.1 Final Inspection and Documentation	0.0	5.0	0.0	5.0	4.0	0.0	2.0	0.0	100.00			2,878.65
7.2 Final Punch List	0.0	1.0	0.0	4.0	0.0	0.0	0.0	1.0				54.99
7.3 Final Construction Certification	0.0	1.0	0.0	0.0	0.0	0.0	2.0	0.0				444.77
7.4 Record Drawings	0.0	1.0	0.0	4.0	8.0	0.0	4.0	0.0				2,188.87
7.5 Final Construction Report (FCR)	0.0	1.0	0.0	12.0	0.0	0.0	4.0	2.0				2,656.51
7.6 Airport Layout Plan Record Drawing Update - NIC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
7.7 Airport Pavement Management Plan Update - NIC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Subtotal Section 7 - Post Construction Services	0.0	8.0	0.0	25.0	12.0	0.0	13.0	3.0	100.00			9,110.29
TOTAL PROJECT BUDGET												
												\$ 123,232.64