

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and Mead and Hunt, Inc., a Wisconsin Corporation, whose address of record is 1360 19th Hole Drive, Suite 200, Windsor, California 95492, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to construct a new airport terminal facility; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide construction administration services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the construction administration services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed as required, for the completion of the new airport terminal facility. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and shall end six (6) months after the filing of the Notice of Completion for the new airport terminal project.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Nine Hundred Thirty-Six Thousand Four Hundred Forty-Six Dollars (\$936,446.00).

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this

Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

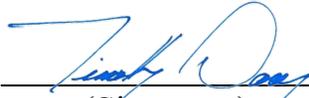
22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

CONSULTANT
MEAD AND HUNT, INC.,
A Wisconsin Corporation

BY: 
(Signature)

Timothy R. Dacey
(Typed Name)

Its: Vice Presiden
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 3 9 - 0 7 9 3 8 2 2

ADDRESS: 2440 Deming Way
Middleton, WI 535562

TELEPHONE: 608-273-6380

FAX: _____

E-MAIL: tim.dacey@meadhunt.com

CITY OF MERCED
Merced Yosemite Regional Airport
Terminal Replacement Project 2023
Construction Administration Scope of Services
September 2023 – Version 3

PROJECT DESCRIPTION

This Scope of Services details the construction administration (CA) services to be provided by Mead & Hunt, Inc. (CONSULTANT) for the Terminal Replacement Project 2023 (Project) at the Merced Yosemite Regional Airport (Airport) for the City of Merced (SPONSOR).

Background

The Project was previously designed by CONSULTANT. The CONSULTANT submitted the final bid documents to the SPONSOR March 30, 2023. The Project was bid in April 2023, was rebid due to irregularities, rebid in June 2023, and had to be rebid a third time. Bid opening took place in September 2023 and NTP for construction will be October 2023.

Project Elements

The Project will consist of the following elements:

Base Bid: (Bid Schedules A, B, C)

- Demolish existing buildings and pavement.
- Construct new commercial service terminal building (approximately 11,000 square feet).
- Reconstruction of the terminal area parking lot.
- Reconstruction of aircraft apron and taxiway pavements.
- Construct new utility connections for the terminal building including electrical service, sanitary sewer, domestic water and fire protection, and communication.
- Construct new storm drain facilities, including oil water separator.
- Construct new security lighting for the aircraft apron and terminal area parking lot.
- Replace Airport Operations Area (AOA) security fencing.
- Apply new pavement markings on the aircraft apron and terminal area parking lot.

Alternate Bid: (Bid Schedule C only)

- Construct new shade structure in the terminal area parking lot.

The Project is setup with various bid schedules to allow multiple funding sources for the Project. It is anticipated that a single contract award to one Contractor will be made for Bid Schedules A, B, and C. The CA services fee is delineated by Bid Schedules for purposes of grant eligibility as useable items of work.

Project Duration

The Project has been divided into two Elements: 1) Mobilization and 2) Construction. The SPONSOR will issue separate NTPs to the Contractor for the Mobilization Element and the Construction Element. The NTP for the Construction Element will not be issued until the Mobilization Element is complete and the

Contractor-provided Safety Plan Compliance Document (SPCD) is approved by the SPONSOR. The anticipated Project duration is as follows:

Project Element	Duration
Mobilization Phase	October 1, 2023 – xxx xx, 2024
Construction Phase, Schedules A and B	xxxx xx, 2023 – xxx xx, 2024
Construction Phase, Schedule C	xxxx xx, 2023 – xxx xx, 2024

The Project Specifications contain additional details on the time limitations as well as specific phasing requirements for the Project.

Project Team

The CONSULTANT will assign a Project Manager (PM) to this Project to monitor continuity through the phases of work, as described in this scope. The PM will be responsible for the overall administration and review of construction progress, as well as coordination of the CONSULTANT's team and subconsultant staff. Specific project management tasks are detailed within each phase of work as described in this Scope of Services.

The CONSULTANT will also assign a Resident Project Representative (RPR) to assist the SPONSOR with the partial day-to-day construction activities (the SPONSOR will provide a full-time RPR and CONSULTANT will assist on part-time basis as described below for Bid Schedule A and B work). RPR responsibilities for the SPONSOR and CONSULTANT are detailed in Phase 3 of this scope of work.

The CONSULTANT team will also consist of civil engineers, architects, interior designers, electrical engineers, mechanical engineers, plumbing engineers, fire protection engineers, technology specialists, and administrative staff as needed to perform the tasks in this scope of work.

Subconsultants: The CONSULTANT will subcontract with the following:

- 1) Pragmatic - will provide mechanical engineering, plumbing engineering, fire projection engineering, and energy model compliance construction administration services for the Project.
- 2) LogPlan - will provide baggage handling engineering construction administration services for the Project.

SCOPE OF SERVICES

The CONSULTANT's scope of work for the Project will be phased as follows (and so referenced):

- 3) Phase 1 Pre-Construction Services
- 4) Phase 2 Construction Administration Services
- 5) Phase 3 Construction Observation
- 6) Phase 4 Materials Testing
- 7) Phase 5 Post-Construction Services

The services to be provided by CONSULTANT under each of these phases and the associated tasks are described as follows:

PHASE 1 PRE-CONSTRUCTION SERVICES

1.1 PHASE 1 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Phase 1 will consist of the following:

- 1.1.1 Review Contract and Project Setup

The PM and administrative staff will review the contract between the CONSULTANT and the SPONSOR. Administrative staff will also setup the internal Project database for finance tracking, and internal Project directory for saving CA files.
- 1.1.2 Prepare Schedule

The PM will prepare a coordination schedule upon receiving the Notice to Proceed (NTP) from the SPONSOR. This schedule will only show major milestones to facilitate overall coordination of the Project. The Contractor will be responsible for submitting a detailed construction schedule with work activities.
- 1.1.3 Prepare Project Management Plan (PMP)

The PM will prepare a PMP that will address the following Project elements: Vision and Objectives, Project Team Roles and Responsibilities, Document Distribution Plan, Communications Plan, Quality Control Plan, and Change Management Plan. The PM will use the PMP as a tracking tool for the various elements throughout the Project.
- 1.1.4 Coordinate CONSULTANT Team

The PM will assign team members to the Project for office CA activities and assign an RPR to the Project for periodic field observation activities. The PM will coordinate with the RPR to plan for construction activities and identify additional team members if needed to support the RPR.
- 1.1.5 Coordinate Subconsultant(s)

The PM will prepare subcontract / work order for the subconsultants upon receiving the NTP from the SPONSOR. Once subcontract / work order is executed, the PM will coordinate subconsultants' work efforts.
- 1.1.6 Prepare Invoices

The PM will maintain a Project budget table to track costs on a monthly basis. At the beginning of each month, the PM will review accrued costs from the previous month and work with accounting staff to prepare invoices for the SPONSOR. The invoices will be submitted in accordance with the SPONSOR's standard invoice requirements. The invoices will include detailed cost breakdowns referencing the items in this scope of work, and indicate percent complete for each item. The PM will also review subconsultants' invoices. It is anticipated that one (1) invoice will be prepared during Phase 1.
- 1.1.7 Notice Of Financial Opportunity (NOFO) Federal Aviation Administration (FAA) Assistance

The PM will assemble a strategy for the NOFO and provide on-call services to support program administration for the Fiscal Year (FY) 2024 Airport Terminal Program (ATP) as provided by the FAA. Application deadline is October 16, 2023.

1.2 PHASE 1 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in various meetings and calls during Phase 1. Meetings and communication items will be as follows:

1.2.1 Pre-Construction Conference

The SPONSOR will arrange for and conduct the pre-construction conference. The purpose of this conference is to review FAA and Project-specific requirements prior to commencing construction. The conference is anticipated to be conducted at the Airport and will be attended by the CONSULTANT, Special Inspections Consultant, SPONSOR, representatives of FAA Airports District Office (if possible), Contractor, subcontractors, and Airport tenants affected by construction. The conference will include the following sub-tasks:

- a. The SPONSOR will schedule the conference and prepare an agenda to support the meeting, as well as presentation boards to illustrate the Project work areas.
- b. The SPONSOR will obtain and review the Project construction schedules from the Contractor prior to presentation at the pre-construction conference. The CONSULTANT will be provided with copies of the construction schedules.
- c. The SPONSOR will preside at the pre-construction conference, prepare a record of the conference, submit meeting minutes to the CONSULTANT for review and comment, and distribute the final meeting minutes to attendees. Up to four (4) members from CONSULTANT team will attend (anticipated to consist of PM, Civil EOR, Architect, and RPR). A representative from the Special Inspections Consultant will also attend.

1.2.2 Quality Control (QC) / Quality Assurance (QA) Workshop

The CONSULTANT will arrange for and conduct a QC/QA workshop in accordance with Project Specification Item C-100. The QC/QA workshop will be coordinated to occur during the pre-construction conference. A separate meeting agenda and minutes will be prepared for the QC/QA workshop. The meeting will be attended by the CONSULTANT, Special Inspections Consultant, SPONSOR, representatives of FAA Airports District Office (if possible), Contractor, subcontractors, and the Contractor's QC testing firm. Up to four (4) members from CONSULTANT team will attend (anticipated to consist of PM, Civil EOR, Architect, and RPR). A representative from the Special Inspections Consultant will also attend. The meeting will occur the same day as the preconstruction conference.

1.2.3 General Communication with SPONSOR and Contractor

The CONSULTANT will communicate with the SPONSOR and Contractor throughout Phase 1 as needed via phone calls or email in addition to the meetings listed herein.

1.3 PREPARE PROJECT DOCUMENTATION

The SPONSOR or CONSULTANT will review / prepare the following Project documentation:

- a. The SPONSOR will review the construction contract, which will include checking that the Contractor has met the Disadvantaged Business Enterprise (DBE) goal or made a good-faith effort towards meeting the goal, and that the Contractor has provided proof of insurance and the required bonds.
- b. The SPONSOR will prepare NTP letters for both the Mobilization and Construction elements.

- c. The CONSULTANT will setup templates for Project documentation on CONSULTANT standard forms or SPONSOR-provided forms as applicable. Documentation will include, but is not limited to, submittal review forms, weekly FAA reports, weekly charged working day reports, Requests for Information (RFIs), Request for Cost Proposals (RFCPs), field directives, contract change orders, non-compliance notices, and applications for payment.
- d. The CONSULTANT will provide the Contractor with CAD files if requested (upon receipt of CONSULTANT-provided disclaimer form signed by Contractor).

1.4 REVIEW MATERIAL SUBMITTALS FOR COMPLIANCE

The CONSULTANT will review Contractor-submitted material cut sheets, mix designs, shop drawings, and certificates for compliance with Plans and Specifications. It is expected that up to two hundred twenty-five (225) submittals will be provided by the Contractor for review. The scope assumes each submittal will require up to one (1) resubmittal due to incomplete or incorrect information by the Contractor. If more than one (1) resubmittal is required due to incomplete or incorrect information by the Contractor, the cost for the CONSULTANT to review the resubmittal will be the responsibility of the Contractor as stated in Specification Item SP-100 and Specifications Volumes 3 and 4. The CONSULTANT will also maintain a submittal checklist, and track dates of submission and review.

1.5 PREPARE CONSTRUCTION MANAGEMENT PLAN (CMP)

The CONSULTANT will obtain the Contractor's QC Plan and will subsequently prepare the CMP. The CMP combines data from the QC Plan with information of Project responsibilities from the SPONSOR and CONSULTANT. The CMP will outline the submittal requirements and materials testing requirements, as set forth in the construction documents and contained in FAA Advisory Circular (AC) 150/5370-10H, *Standard Specifications for Construction of Airports*. The CMP will summarize the types and frequency of testing required for quality acceptance, in addition to the credentials of those performing the testing. A preliminary copy of the CMP will be submitted to the SPONSOR and FAA for approval. After SPONSOR and FAA review, the CMP will be revised if needed, and issued to the Contractor for use during the Project.

PHASE 1 DELIVERABLES

- 1) Pre-Construction Conference Meeting Minutes – electronic files to attendees (NIC)
- 2) QC/QA Workshop Meeting Minutes – electronic files to SPONSOR and attendees
- 3) Review of Contractor Submittals – electronic files to SPONSOR and Contractor
- 4) CMP – electronic files to SPONSOR, FAA, and Contractor

PHASE 2 CONSTRUCTION ADMINISTRATION (CA) SERVICES

2.1 PHASE 2 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Phase 2 will consist of the following:

2.1.1 Update Schedule (NIC)

The schedule created during Phase 1 will be updated throughout construction as necessary, based on actual milestones completed. SPONSOR to manage schedule.

2.1.2 Coordinate PMP Updates

The PM will continue to coordinate and monitor the PMP during Phase 2.

2.1.3 Coordinate CONSULTANT Team

The PM will assign responsibilities to office staff to complete the documentation efforts described herein. The PM will also communicate with the RPR on a regular basis to monitor progress in the field. As part of this effort, the PM will create and maintain a detailed construction checklist for the RPR to keep track of action items, quantities, production rates, and contractor compliance with Plans and Specifications. The PM will also review daily reports prepared by the RPR.

2.1.4 Coordinate Subconsultants

1. The PM will coordinate with Pragmatic (mechanical engineers, plumbing engineers, fire protection engineers, energy model) to track contractor compliance with Plans and Specifications and schedule site visits. The PM will also review and discuss recommendations provided by Pragmatic.
2. The PM will coordinate with LogPlan (baggage handling engineers) to track contractor compliance with Plans and Specifications. The PM will also review and discuss recommendations provided by LogPlan.

2.1.5 Prepare Invoices

The PM will continue to maintain the Project budget table and prepare invoices as defined in Phase 1. It is anticipated that eleven (11) invoices will be prepared during Phase 2.

2.2 PHASE 2 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in various meetings and calls during Phase 2. Meetings and communication items will be as follows:

2.2.1 Weekly Construction Progress Meetings

The SPONSOR will conduct weekly meetings with the CONSULTANT and Contractor to discuss safety, schedule, work progress, action items, documentation, and other items as needed to keep construction on track. Subcontractors, testing firms, and FAA representatives may also attend some of the meetings if appropriate. Up to forty-four (44) meetings are anticipated during Phase 2. The meetings are anticipated to be held virtually unless CONSULTANT staff is on-site as stated in Phase 3. The SPONSOR will prepare an agenda and minutes to support each meeting. Meeting participants and frequency are as follows:

CONSULTANT Team	Attendance Duration	# of Meetings
PM	October 1, 2023 – XXX XX, 2024	44
Civil EOR Program Manager	October 1, 2023 – xxx xx, 2024	44
RPR for Bid Schedules A & B	October 1, 2023 – xxx xx, 2024	16

2.2.2 Site Visits During Construction

The CONSULTANT will conduct periodic site visits to review Project progress and monitor The frequency of site visits are as follows:

CONSULTANT Team	Duration and Frequency	# of Site Visits
PM	Bi-Monthly	6
Civil EOR Program Manager	Bi-Monthly	6
RPR for Bid Schedules A & B	Bi-Monthly	6 (fee included in Section 3.1)
Architect / Design Architect	October 1, 2023 – xx xx, 2024	11
Structural Engineer	During key milestones in structural construction	3
Electrical Engineer	During key milestones in mechanical installation	3
Mechanical Engineer	During key milestones in electrical installation	2
Plumbing Engineer	During a key milestone in plumbing installation	1
Fire Protection Engineer	During a key milestone in FP installation	1
Technology Specialist	During a key milestone in technology installation	1

2.2.3 General Communication with SPONSOR and Contractor

The CONSULTANT will communicate with the SPONSOR and Contractor throughout Phase 2 as needed via phone calls or email in addition to the meetings listed herein.

2.3 WEEKLY WORKING-DAY REPORTS (Not in Contract (NIC))

The Project has a fixed completion date, tracking of working days will not be required.

2.4 WEEKLY FAA PROGRESS REPORTS

The SPONSOR will prepare weekly FAA reports documenting the progress of the Project. The reports will be based on FAA form 5370-1, *Construction Progress and Inspection Report*, and include days charged, weather summary, percent completion, work in progress for current week and following week, summary of material testing, and problem areas if applicable. The SPONSOR will also attach photographs documenting work completed. The SPONSOR staff performing the day-to-day observations will provide photos for reports. The CONSULTANT will review each report and send to FAA. Up to forty (40) weekly FAA progress reports are anticipated for the Project.

2.5 REQUESTS FOR INFORMATION (RFIs)

The CONSULTANT will prepare written responses, as necessary, to Contractor RFIs to clarify design intent. Depending on the RFI, the response may require review of documentation not included in the Contract Documents, as well as coordination with and review by additional CONSULTANT staff, SPONSOR, or FAA. Up to one hundred twenty (120) RFIs are anticipated for the Project.

2.6 GENERAL FIELD COORDINATION

In addition to formal RFIs, the CONSULTANT will respond to various questions and concerns that arise in the field. Depending on the issue, the response may require review of documentation not included in the Contract Documents, as well as coordination with and review by additional CONSULTANT staff, SPONSOR, or FAA. Daily phone calls are anticipated by the Contractor and the SPONSOR.

2.7 REQUESTS FOR COST PROPOSALS (RFCPs)

The CONSULTANT will prepare RFCPs if additional work is anticipated or desired, either due to unforeseen site conditions, SPONSOR request for additional work, or other reasons as applicable. The RFCP(s) will include a description of change, quantity estimates, and exhibits as needed to illustrate the change. The CONSULTANT will send the RFCP to the Contractor to provide a cost proposal. The CONSULTANT and the SPONSOR will then review the cost proposal to determine if it is reasonable and follow up with negotiations, as necessary. The CONSULTANT will communicate the proposed change and cost to the FAA for their concurrence prior to authorizing the work. Depending on the determination, the CONSULTANT will prepare a field directive or change order as described below. Up to fifteen (15) RFCPs are anticipated for this Project.

2.8 FIELD DIRECTIVES

The CONSULTANT will prepare field directives as necessary to formalize direction that is not otherwise stated in the Project Plans or Specifications, or in a response to an RFI. Following the RFCP process above, the CONSULTANT will prepare a field directive authorizing the Contractor to proceed with work as described in advance of the change order. The field directive will include a description of change, quantity estimates, and the related RFCP as applicable. If the field directive results in a change of quantities or cost, it will be followed with a change order as described below. Up to fifteen (15) field directives are anticipated for the Project.

2.9 CONTRACT CHANGE ORDERS (CCOs)

Following the RFCP and field directive processes, the CONSULTANT will prepare CCOs to formalize the change to the Contract cost. The CCO will consist of a CONSULTANT-prepared form that follows the guidance of FAA Standard Operating Procedure (SOP) 7.00, *Airport Improvement Program Construction Project Change Orders*. The form will include a table of the bid items that changed in quantity, or new bid items that were created to capture the CCO cost. The form will also include additional pages containing the FAA-required justification items in accordance with SOP 7.00. Documentation to support the CCO will be attached to the form, including but not limited to RFCPs, field directives, Contractor time-and-expense reports, emails, and exhibits. CCOs will be submitted to the SPONSOR and Contractor for review and signature and then be submitted to the FAA by the CONSULTANT or the SPONSOR. CCOs that require new design elements are not included in this scope of services. Up to ten (10) CCOs are anticipated for the Project.

2.10 REVIEW OF QC/QA TEST RESULTS

The CONSULTANT will review test results provided by the Contractor and the Special Inspections Consultant to determine conformance with the Project Plans and Specifications. If test results are failing, the CONSULTANT will coordinate with the SPONSOR and Contractor to establish corrective actions. Depending on the nature of the testing, the CONSULTANT may need to coordinate with the FAA to determine appropriate actions.

2.11 CERTIFIED PAYROLL AND DAVIS BACON REQUIREMENTS (NIC)

SPONSOR will be responsible for review of certified payroll.

2.12 MONTHLY APPLICATIONS FOR PAYMENT (NIC)

The CONSULTANT will track quantities on a weekly basis, based on RPR daily reports, and share with the Contractor for concurrence. At the beginning of each month, the CONSULTANT will review progress billings submitted by the Contractor, prepare applications for payment using CONSULTANT standard forms, and submit to the SPONSOR for processing. The CONSULTANT will maintain a tracking spreadsheet with the bid items, showing work complete for previous periods, current period, and total to date. This spreadsheet will be attached to the application for payment each month. An explanation of variation between the contract and pay quantities (if any) will be provided. Up to twelve (12) applications for payment are anticipated for the Project.

2.13 SUBSTANTIAL COMPLETION WALK-THROUGH AND DOCUMENTATION

2.13.1 Substantial Completion Walk-Through

The CONSULTANT will schedule and conduct a walk-through with the SPONSOR and the Contractor 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 with a list of those items. The walk-through will be scheduled to occur near the end of construction when the Contractor is still on-site and can easily mobilize to complete punch list items. The PM, Civil EOR, Architect, Engineers, and the RPR will attend the walk-through. Scope assumes a follow-up walk-through will not be needed after punch list items are complete. The SPONSOR will observe the completed Project.

2.13.2 Punch List and Substantial Completion Letter

The CONSULTANT will prepare and maintain a punch list to include the deficient items discovered prior to, during, and after the substantial completion walk-through. The PM will coordinate with the RPR to identify punch list items in advance of the walk-through and will continue to add and update items as they are identified and completed. The CONSULTANT will send each punch list update to the SPONSOR and Contractor. Upon completion of the walk-through, the CONSULTANT will prepare a substantial completion letter summarizing the findings of the walk-through and outstanding items remaining for Project closeout; the letter will include the current version of the punch list items. The CONSULTANT will submit this letter to the SPONSOR and Contractor.

PHASE 2 DELIVERABLES

- 1) Weekly Construction Progress Meeting Minutes – electronic files to attendees (NIC)
- 2) Weekly FAA Progress Reports – electronic files to the SPONSOR and FAA (NIC)
- 3) RFI Responses – electronic files to the SPONSOR and Contractor
- 4) RFCPs – electronic files to the SPONSOR and Contractor
- 5) Field Directives – electronic files to the SPONSOR and Contractor
- 6) CCOs – electronic files to the SPONSOR, Contractor, and FAA
- 7) Monthly Applications for Payment – electronic files to the SPONSOR (NIC)
- 8) Punch List and Substantial Completion Letter – electronic files to SPONSOR and Contractor

PHASE 3 CONSTRUCTION OBSERVATION

3.1 DAILY CONSTRUCTION OBSERVATION

This task will include limited construction observation, coordination of material testing during construction, and on-site construction administration for the duration of the Project. An RPR will be assigned to this Project by the SPONSOR. The CONSULTANT will provide an RPR for being on-site for limited times during construction of Bid Schedules A and B. The RPR will have experience with civil improvement projects as required for the Project. The RPR will work with the PM to oversee the construction progress throughout the Project. The budget for construction observation has been developed based upon the SPONSOR requested needs.

The RPR will perform construction observation services including (as applicable) for days when RPR is on-site. SPONSOR shall fulfill services below when CONSULTANT RPR is not on-site:

- a. Prepare daily reports to record the construction history of the Project. The reports will be made available to the SPONSOR upon request for review during inspections or visits. The daily reports will include, but not be limited to, the following information: weather conditions, number of Contractor / subcontractor personnel and major equipment onsite, general location of work, description of work items, estimated quantities, safety items, materials delivered, delays / issues (if applicable), QC/QA 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 detailed log of work completed throughout the day.
- b. Review and check layout and surveys conducted by the Contractor in accordance with the Plans and Specifications.
- c. Check construction activities for compliance with Plans and Specifications.
- d. Respond to Contractor questions that arise in the field and communicate with PM to coordinate direction.
- e. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- f. Evaluate the Contractor's suggestions on modifications to Plans or Specifications and report those suggestions to the SPONSOR and PM.
- g. Monitor the Contractor's compliance with the CSPP and immediately bring any non-compliance issues to the attention of the Contractor and the SPONSOR.
- h. Monitor Contractor's compliance with the Contractor's QC Program.
- i. Attend weekly construction progress meetings as stated in Phase 2.
- j. Provide field information for office staff to prepare weekly FAA progress reports as stated in Phase 2.
- k. Conduct labor interviews to monitor Contractor's compliance with paying employees, in accordance with the Davis-Bacon Act requirements, and provide to office staff for certified payroll review as stated in Phase 2. (NIC)
- l. Provide field information for office staff to prepare RFCPs, field directives, and CCOs as stated in Phase 2.
- m. Assist in preparing applications for payment as described in Phase 2. Throughout construction, the RPR and CO will check quantities as work is performed and communicate with the Contractor to establish quantities that will be included in monthly progress billings. (NIC)
- n. Work with Contractor to markup construction Plans with field changes if applicable and provide to office staff to prepare Record Drawings as described in Phase 5.

- o. Receive from Contractor and review the required maintenance and operating instructions, schedules, guarantees, bonds, inspection certificates, tests, approvals, and other relevant documents.
- p. Identify punch list items in advance of the substantial completion walk-through to support preparation of punch list as stated in Phase 2.
- q. Attend the substantial completion walk-through as stated in Phase 2.

PHASE 4 MATERIAL TESTING (NIC)

4.1 MATERIAL TESTING

The material testing services will be performed by subconsultant Special Inspections Consultant in conformance with the Project Specifications. The CONSULTANT and SPONSOR staff will be responsible for coordinating and scheduling QA material testing with Special Inspections Consultant throughout the construction duration.

Special Inspections Consultant will perform necessary acceptance tests in accordance with the cited requirements and standard methods of FAA, ASTM, and AASHTO; record test results on the appropriate forms; prepare a summary and disposition of testing and material inspection; record deviating tests; conduct material inspections and acceptance tests required by the FAA and observe and evaluate such tests made by the Contractor in the field and laboratory as necessary in accordance with Plans and Specifications; and monitor Contractor's performance of the required quality control tests and furnish copies of test reports to the CONSULTANT, for CONSULTANT to provide to the SPONSOR. Any non-compliance issues shall immediately be reported to the Contractor and SPONSOR.

This scope assumes the following material testing and construction administration support by Special Inspections Consultant:

- a. Review Contractor-submitted Quality Control Plan in conformance with FAA Item C-100.
- b. Attend Security Training (concurrent with QC/QA workshop).
- c. Attend QC/QA workshop.
- d. Item SP-100, Section 100-1.35: Portland Cement Concrete (PCC), State Mix 3000 PSI
 - Visit site to collect cylinder samples for and perform compressive strength tests (ASTM C39). Up to two (2) sets of four (4) cylinders anticipated (up to 2 site visits anticipated).
- e. Item P-401, Asphalt Mix Pavement
 - Review Contractor-submitted mix design for P-401 Asphalt Mix Pavement.
 - Attend pre-paving meeting.
 - Visit site to monitor control strip paving (including checking paving method, temperature, rolling, and joint construction); perform random sampling for cores to be taken by Contractor; perform QA lab testing (assume 2 control strips will be required).
 - Visit site to monitor production paving (including checking paving method, temperature, rolling, and joint construction), perform random sampling for cores to be taken by Contractor; perform QA lab testing in accordance with sections 401-6.1 through 401-6.4 of the project specification (up to 4 days of paving anticipated).
 - Produce test reports for each lot, including PWL calculations. Reports shall be submitted to Mead & Hunt within 24 hours of receiving cores from Contractor.

- Lab shall be certified in accordance with ASTM D3666.
- f. Item P-501 Cement Concrete Pavement
- Review Contractor-submitted mix design for P-501 Cement Concrete Pavement.
 - Attend pre-paving meeting.
 - Visit site to monitor production paving, perform random sampling for compressive strength testing, determine core locations for pavement thickness checks and check core thickness (Contractor will be responsible for cutting and backfilling cores); perform QA field and lab testing in accordance with sections 501-6.1 through 501-6.6 of the project specification (up to 4 days of paving anticipated).
 - Produce test reports for each lot, including PWL calculations. Reports shall be submitted to Mead & Hunt within 24 hours for field-performed tests and within 12 hours of performing lab tests.
 - Lab shall be certified in accordance with ASTM C1077.
- g. Provide Special Inspections for structural components as described in plan sheets S-005 through S-007 of the project plans.
- h. Prepare final QA report including the tests performed herein.

PHASE 4 DELIVERABLES

- 1) Quality Acceptance Reports – Electronic files to SPONSOR and Contractor

PHASE 5 POST-CONSTRUCTION SERVICES

5.1 PHASE 5 PROJECT MANAGEMENT

Project management tasks during Phase 5 will consist of the following:

- 5.1.1 Update Schedule
The schedule created during Phase 1 will be updated to show Project closeout milestones.
- 5.1.2 Coordinate PMP Updates
The PM will continue to coordinate and monitor PMP during Phase 5.
- 5.1.3 Coordinate CONSULTANT Team
The PM will assign responsibilities to office staff to complete the documentation efforts described herein. The PM will also coordinate with the RPR for providing field data to complete the documentation efforts described herein.
- 5.1.4 Coordinate with Subconsultants
The PM will coordinate with the subconsultants associated with this Project to complete final QA report.
- 5.1.5 Prepare Invoices
The PM will continue to maintain the Project budget table and prepare invoices as defined in Phase 1. It is anticipated that three (3) invoices will be prepared during Phase 5.

5.2 PHASE 5 COMMUNICATION

The CONSULTANT will communicate with the SPONSOR and Contractor throughout Phase 5 as needed via phone call or email.

5.3 RECORD DRAWINGS

The RPR and Contractor will coordinate throughout construction to document field constructed conditions and markup the construction Plans as stated in Phase 3. Upon completion of construction, the CONSULTANT will prepare the Record Drawings using AutoCAD Civil 3D 2020, by updating the drawing files created during design. The Drawings will become record information. The CONSULTANT will provide the SPONSOR with a set of reproducible Record Drawings in both digital and hardcopy format, as requested.

5.4 FINAL CONSTRUCTION REPORT (FCR)

Upon completion of construction, the CONSULTANT will prepare and assemble the FCR in conformance with FAA standards and requirements. The contents of the report will include, but are not limited to, the following:

- a. Project Description and Overview
- b. Project Personnel
- c. Contract Award and NTP (Including Bid Tabulation, Contract, and NTP Letters as Appendices)
- d. Project Timeline
- e. Summary of Work Accomplished (Including Table of Work Activities and Weeks Performed, as well as weekly FAA progress reports as Appendix)
- f. Contract Time
- g. Labor Provisions
- h. SPONSOR Administrative Costs
- i. Consultant Costs
- j. Force Account (if applicable)
- k. Construction Costs (including Final Application for Payment and CCOs as Appendices)
- l. Summary of DBE Utilization (including Contractor's DBE Utilization Form as Appendix)
- m. Buy American Provisions (including Submittal Checklist as Appendix)
- n. Construction Material Testing and Acceptance (including QC and QA Test Results as Appendices)
- o. Contactor's Statement of Completion (including Contractor's Letter of Completion and Warranty as Appendix)
- p. Record of Completion (including Substantial Completion Letter and SPONSOR Notice of Completion as Appendices)
- q. FAA-Required Sponsor Certification of Final Construction Acceptance as Appendix. This certification will be signed by the SPONSOR.
- r. Recommendations

The CONSULTANT will coordinate with the Contractor, SPONSOR, and FAA to complete Project closeout activities and assemble the documents to be included in the FCR. The CONSULTANT will submit a draft version of the FCR for SPONSOR review. Upon receipt of SPONSOR review / comments, the CONSULTANT will finalize the FCR and submit to the SPONSOR and FAA. This scope only includes a single closeout report. Additional project closeout reports maybe required

for future grants for which the CONSULTANT can support the SPONSOR with under a separate contract.

5.5 AIRPORT LAYOUT PLAN (ALP) RECORD DRAWING UPDATE

The airport planning services shall be performed by the CONSULTANT. The Airport Layout Plan (ALP) will be updated with the Project-specific improvements as a result of the Project. A draft ALP will be prepared for SPONSOR and FAA review followed by a final copy for signatures.

5.6 UPDATE AIRFIELD PAVEMENT MANAGEMENT SYSTEM (APMS) (NIC)

The CONSULTANT will not be required to update the APMS as part of this contract.

5.7 UPDATE AIRFIELD SIGNAGE AND MARKING PLAN – NIC

An airfield signage and marking plan is not required for this Airport.

5.8 AGIS AS-BUILT SURVEY – NIC

Due to the nature of Project improvements, an AGIS survey will not be performed as part of this Project.

PHASE 5 DELIVERABLES

- 1) Record Drawings – reproducible hardcopy and electronic files to SPONSOR
- 2) FCR – three (3) bound copies and electronic file to SPONSOR and FAA

SCHEDULE OF COMPLETION

Scope Phases 1-4

The CONSULTANT will complete the work called for under Phases 1-4 on a schedule submitted by the Contractor and approved by the SPONSOR.

Scope Phase 5

The CONSULTANT will complete the work called for under Phase 5 within 30 calendar days of the receipt of a copy of the Notice of Completion filed by the SPONSOR in order to meet the final grant date.

SERVICES TO BE PROVIDED BY THE SPONSOR AND EXCLUDED SERVICES

The SPONSOR and CONSULTANT agree that the following items will be provided by the SPONSOR or excluded from this scope and, if added to the CONSULTANT's work, will be considered as extra services and a negotiated fee will be established, and an Amendment prepared:

- 1) Issuing of Notices to Airmen (NOTAMs) and announcements regarding the impact of the Project on aviation activities.
- 2) Guaranteed access to and make provisions for the CONSULTANT to enter the Airport as required for the CONSULTANT to perform his work under this Agreement.
- 3) Examination of documents requested by the SPONSOR and presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- 4) Contract change orders that require new design elements beyond the scope of the awarded contract.
- 5) Extensions of construction time beyond the awarded contract timeframes.

- 6) FAA grant reimbursement submission.
- 7) Filing of Notice of Completion to the FAA.
- 8) Daily on-site construction observation for the duration of the Project.

COMPENSATION FOR SERVICES

- 1) The **total** amount for CONSULTANT's services described in this Scope of Services is **Nine Hundred Thirty-Six Thousand Four Hundred Forty Five Dollars and Twenty Five Cents (\$936,445.25)**. This fee includes labor, materials, expenses, and incidentals necessary to complete the work as described herein. Cost and payment are broken out as follows:
 - a. **Time-and-expense:** Payment for work outlined in **Phases 1, 2, and 3** of this Scope of Services shall be made on a time-and-expense basis not-to-exceed **Eight Hundred Two Thousand Four Hundred Sixty-Two Dollars and Thirty-Six Cents (\$802,462.36)**. Payments shall be made monthly based on the hours of work complete, in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule, effective January 1, 2023, included as *Attachment 2*.
 - b. **Lump Sum:** Payment for work outlined in **Phase 5** of this Scope of Services shall be a lump sum fee of **One Hundred Thirty-Three Thousand, Nine Hundred Eighty-Two Dollars and Niney Cents (\$133,982.90)**. Payments will be made monthly based on the percentage of work complete.

These amounts shall not be exceeded without written authorization from the SPONSOR. The cost breakdown is included as *Attachment 1* to this Scope.

To allow for processing of multiple grants, Attachment 1 includes the delineation by Bid Schedule as follows:

Bid Schedule A	\$130,850.44
Bid Schedule B	\$130,850.44
Bid Schedule C	\$674,744.36

- 2) Payment for any additional services requested by the SPONSOR will be performed on a time-and-expense basis in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule, effective January 1, 2023, included as *Attachment 2*. 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 SPONSOR. Any additional services must be authorized in writing by the SPONSOR.

End of Scope of Services

Respectfully submitted by,

MEAD & HUNT, Inc.

Joe Cruz
Project Manager

Attachments

Attachment 1 – Construction Administration Cost Estimate

Attachment 2 - Mead & Hunt, Inc. Standard Billing Rate Schedule (2023)

Merced Yosemite Regional Airport Terminal Replacement Project 2023 Construction Administration Services Cost Estimate, Version 2 Date: 09/26/2023

PHASES and TASKS	Mead & Hunt (labor hours and rates)																				Subconsultant fee + 15% markup				Expenses						Total Combined Cost														
	Senior Associate / Civil EOR	Senior Project Engineer	Project Engineer	Senior Engineer	Project Manager	Project Architect	Architect II	Project Interior Designer	Project Structural Engineer	Structural Engineer II	Project Electrical Engineer	Electrical Engineer II	Project Mechanical Engineer	Mechanical Engineer II	Plumbing Engineer III	Project Fire Protection Engineer	Project Technology Designer	Technology Technician III	Project Assistant	Engineer III	Engineer II	Engineer I	Resident Project Representative	Administrative Assistant	Clerical	Total Mead & Hunt Labor Cost	Special Inspection Consultant fee + 15% markup	Pragmatic fee + 15% markup	LogPlan fee + 15% markup	Total Subconsultant Cost		Mileage (Per Mile)	Rental Car (Per Day)	Lodging	Meals (Per Day)	Airfare	Reproduction and Shipping	Total Expenses Cost							
Mead & Hunt, Inc. Standard Billing Rates 2023	\$340	\$272	\$235	\$220	\$320	\$229	\$165	\$208	\$229	\$165	\$229	\$165	\$187	\$229	\$229	\$152	\$114	\$170	\$158	\$148	\$151	\$121	\$95		1	1	1		\$0.625	\$95	\$175	\$69	\$425	1											
PHASE 1 - PRECONSTRUCTION SERVICES (T&E)																																													
1.1	Phase 1 Project Management and Coordination																																												
1.1.1	4			2	2	2																		6	4	\$	4,004.00								\$	-	\$	4,004.00							
1.1.2	4				4																			2		\$	2,882.00									\$	-	\$	2,882.00						
1.1.3	2	2		6	2																			4		\$	3,668.00									\$	-	\$	3,668.00						
1.1.4	4				4																			2		\$	2,882.00									\$	-	\$	2,882.00						
1.1.5	6				8																			0.5		\$	4,660.50									\$	-	\$	4,660.50						
1.1.6	1				1																			1		\$	781.00									\$	-	\$	781.00						
1.1.7	8	4			8																			4		\$	6,852.00									\$	-	\$	6,852.00						
1.2	Phase 1 Project Meetings and Communication																																												
1.2.1	13			2	12	12	2																	10	3	\$	13,651.00	\$	3,505.20		\$	3,505.20	425	2	4	4	2	\$	100.00	\$	2,381.63	\$	19,537.83		
1.2.2	6			4	6	6																		4		\$	6,818.00									\$	-	\$	6,818.00						
1.2.3	24	4	4		12	4	4		4		4													4	10	\$	20,166.00	\$	3,505.20	\$	2,271.25	\$	5,776.45					\$	-	\$	25,942.45				
1.3	6	2		12	4	12	12	8	12	8	12	8												12	8	\$	28,902.00									\$	-	\$	28,902.00						
1.4	6	4	4	45	6	40	80	80	80	80														40		\$	107,968.00	\$	10,515.60	\$	2,271.25	\$	12,786.85					\$	-	\$	120,754.85				
1.5	2			16	2																			8		\$	6,200.00									\$	-	\$	6,200.00						
	86	16	8	87	71	76	98	88	96	8	96	8	0	0	0	0	56	8	52	24	0	0	30	38.5	4	\$	209,434.50	\$	-	\$	17,526.00	\$	4,542.50	\$	22,068.50	425	2		4	\$	100.00	\$	2,381.63	\$	233,884.63
PHASE 2 - CONSTRUCTION ADMINISTRATION SERVICES (T&E)																																													
2.1	Phase 2 Project Management and Coordination																																												
2.1.1																										\$	-										\$	-	\$	-					
2.1.2	2				2																			1		\$	1,441.00											\$	-	\$	1,441.00				
2.1.3	20				20	12																				\$	15,948.00										\$	-	\$	15,948.00					
2.1.4	12				18	40																		6		\$	19,906.00										\$	-	\$	19,906.00					
2.1.5	11				11																					\$	8,591.00										\$	-	\$	8,591.00					
2.2	Phase 2 Project Meetings and Communication																																												
2.2.1	44				44	44	22		32		32													16	44	\$	70,180.00										\$	-	\$	70,180.00					
2.2.2	48				48	24	16		24		24															\$	56,304.00	\$	7,010.40		\$	7,010.40	2550	34	34	50	34	\$	28,673.75	\$	91,988.15				
2.2.3	40	20	20	20	40	20	20		20		20													20	10	\$	66,790.00	\$	3,505.20	\$	794.94	\$	4,300.14					\$	-	\$	71,090.14				
2.3	Weekly Working Day Reports - Not Included in Contract (NIC)																																												
2.4	Weekly FAA Progress Reports - NIC																																												
2.5	40	8		50	60	40	40	4	40		40													32		\$	106,512.00	\$	7,010.40	\$	1,589.88	\$	8,600.28					\$	-	\$	115,112.28				
2.6	40	4	4	10	30	20	20		2		2													12	4	\$	38,978.00	\$	1,752.60	\$	3,974.69	\$	2,863.64					\$	-	\$	41,841.64				
2.7	30	2		8	20	12			4		4													15		\$	26,215.00	\$	3,505.20	\$	1,589.88	\$	5,095.08					\$	-	\$	31,310.08				
2.8	15			4	4	4			4		4													15		\$	12,739.00	\$	3,505.20	\$	1,589.88	\$	5,095.08					\$	-	\$	17,834.08				
2.9	20	2		30	8	8	8		4		4													4	15	\$	24,823.00	\$	3,505.20	\$	1,589.88	\$	5,095.08					\$	-	\$	29,918.08				
2.10	16			24	4	8			12															8		\$	17,788.00									\$	-	\$	17,788.00						
2.11	Certified Payroll and Davis Bacon Requirements - NIC																																												
2.12	Monthly Applications for Payment - NIC																																												
2.13	Substantial Completion Walk-Through and Documentation																																												
2.13.1	12	12			12	8																		12		\$	14,828.00	\$	5,280.80		\$	5,280.80					\$	-	\$	20,108.80					
2.13.2	2	4			4	2																		1		\$	3,627.00									\$	-	\$	3,627.00						
	352	52	24	146	325	242	126	4	142	0	130	0	0	0	0	112	0	0	8	0	0	94	236	0	\$	484,670.00	\$	-	\$	35,075.00	\$	11,129.13	\$	43,340.48	2550	34		50	\$	-	\$	28,673.75	\$	556,684.23	
PHASE 3 - CONSTRUCTION OBSERVATION (T&E)																																													
3.1	2				2																			40	8	\$	8,328.00						2700		6	12		\$	3,565.50	\$	11,893.50				
	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	8	\$	8,328.00	\$	-	\$	-	\$	-	2700	0	12		\$	-	\$	3,565.50	\$	11,893.50		
PHASE 4 - MATERIAL TESTING (T&E) - NIC																																													
4.1	Material Testing - NIC																																												
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$	-						\$	-	\$	-	\$	-	\$	-			
PHASE 5 - POST-CONSTRUCTION SERVICES (LS)																																													
5.1	Phase 5 Project Management																																												
5.1.1	1				1																				1		\$	781.00								\$	-	\$	781.00						
5.1.2	1				1																				1		\$	781.00								\$	-	\$	781.00						
5.1.3	4	2			4	4																			1		\$	4,221.00								\$	-	\$	4,221.00						
5.1.4	2				2																				2		\$	1,562.00								\$	-	\$	1,562.00						

Merced Yosemite Regional Airport Terminal Replacement Project 2023 Construction Administration Services Cost Estimate, Version 2 Date: 09/26/2023

PHASES and TASKS	Mead & Hunt (labor hours and rates)																				Subconsultant fee + 15% markup				Expenses						Total Combined Cost															
	Senior Associate / Civil EOR	Senior Project Engineer	Project Engineer	Senior Engineer	Project Manager	Project Architect	Architect II	Project Interior Designer	Project Structural Engineer	Structural Engineer II	Project Electrical Engineer	Electrical Engineer II	Project Mechanical Engineer	Mechanical Engineer II	Plumbing Engineer III	Project Fire Protection Engineer	Project Technology Designer	Technology Technician III	Project Assistant	Engineer III	Engineer II	Engineer I	Resident Project Representative	Administrative Assistant	Clerical	Total Mead & Hunt Labor Cost	Special Inspection Consultant fee + 15% markup	Pragmatic fee + 15% markup	LogPlan fee + 15% markup	Total Subconsultant Cost		Mileage (Per Mile)	Rental Car (Per Day)	Lodging	Meals (Per Day)	Airfare	Reproduction and Shipping	Total Expenses Cost								
Mead & Hunt, Inc. Standard Billing Rates 2023	\$340	\$272	\$235	\$220	\$320	\$229	\$165	\$208	\$229	\$165	\$229	\$165	\$187	\$229	\$229	\$152	\$114	\$170	\$158	\$148	\$151	\$121	\$95		1	1	1		\$0.625	\$95	\$175	\$69	\$425	1												
5.1.5 Prepare Invoices - 3 Anticipated	3				3																		3	\$	2,343.00			\$	-											\$	-	\$	2,343.00			
5.2 Phase 5 Communication	18	4			18	12																8	\$	16,924.00	\$	1,752.60	\$	1,135.63	\$	2,888.23										\$	-	\$	19,812.23			
5.3 Record Drawings	4	6		8	4	24	40	12	12	40	12	40										24	\$	65,400.00	\$	5,280.80		\$	5,280.80											\$	1,200.00	\$	1,200.00	\$	71,880.80	
5.4 Final Construction Report (FCR)	24	8	4	32	4	4																8	\$	22,636.00	\$	3,505.20		\$	3,505.20										\$	600.00	\$	600.67	\$	26,741.87		
5.5 Airport Layout Plan (ALP) Record Drawing Update	2			16	2																	6	\$	5,860.00				\$	-												\$	-	\$	5,860.00		
5.6 Update Airfield Pavement Management System (APMS) NIC																							\$	-				\$	-													\$	-	\$	-	
5.7 Update Airfield Signage and Marking Plan - NIC																							\$	-				\$	-														\$	-	\$	-
5.8 AGIS As-Built Survey - NIC																							\$	-				\$	-														\$	-	\$	-
Phase 5 Subtotal	59	20	4	56	39	44	40	12	12	40	12	40	0	0	0	0	24	40	0	70	0	0	40	14	2	\$	120,508.00	\$	-	\$	10,538.60	\$	1,135.63	\$	11,674.23	0	0	0	0	\$	1,800.00	\$	1,800.67	\$	133,982.90	
TOTAL PROJECT BUDGET																								\$	822,940.50					\$	77,083.21							\$	36,421.55	\$	936,445.25					

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 2023

Standard Billing Rates

• Clerical	\$95.00 / hour
• Technical Editor	\$129.00 / hour
• Accounting, Administrative Assistant	\$121.00 / hour
• Technician I, Technical Writer	\$112.00 / hour
• Technician II, Surveyor - Instrument Person	\$130.00 / hour
• Technician III	\$151.00 / hour
• Technician IV	\$159.00 / hour
• Senior Technician	\$200.00 / hour
• Engineer I, Scientist I, Architect I, Planner I	\$142.00 / hour
• Engineer II, Scientist II, Architect II, Planner II.....	\$158.00 / hour
• Engineer III, Scientist III, Architect III, Planner III	\$170.00 / hour
• Construction Resident Project Representative (RPR)	\$179.00 / hour
• Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Construction Management	\$220.00 / hour
• Project Engineer, Project Scientist, Project Architect, Project Planner	\$235.00 / hour
• Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner	\$272.00 / hour
• Senior Associate, Principal, Senior Client / Project Manager	\$340.00 / hour

Expenses

- Geographic Information or GPS Systems \$100.00 / day
- Total Station Survey Equipment \$110.00 / day
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..... \$ IRS rate / mile*
** Rates will be charged at Current IRS rate*
- Air and Surface Transportation..... cost plus 15%
- Lodging and Sustenance

Billing and 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, 2023, and will remain in effect until December 31, 2023, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.