



# COUNTY OF HUMBOLDT

AGENDA ITEM  
NO.

C-20

For the meeting of June 13, 2017

Date: May 17, 2017

To: Board of Supervisors

From: Thomas K. Mattson, Director of Public Works

Subject: Memorandum of Understanding Between the County of Humboldt and Mead and Hunt, Inc., for Additional Re-design Services for the Runway 18/36, Parallel Taxiway Rehabilitation and Run-Up Apron, Project Number: 919272, at the Garberville Airport

**RECOMMENDATION(S):** That the Board of Supervisors authorize the Chair of the Board Supervisors to sign the attached Memorandum of Understanding (MOU) between County of Humboldt and Mead and Hunt, Inc., (M&H) for additional re-design services for the Runway 18/36, Parallel Taxiway Rehabilitation and Run-Up Apron, Project Number: 919272, at the Garberville Airport.

**SOURCE OF FUNDING:** Aviation Fund, Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant 03-06-0092-09 and Aviation Fund 3530

**DISCUSSION:** On September 8, 2015, the county received and executed a grant from the FAA to fund the Runway 18/36 and Parallel Taxiway Rehabilitation and Run-Up Apron design for the Garberville Airport. Subsequently, on December 15, 2015, the county entered into an agreement with Mead & Hunt, Inc., to perform the design work. At the 60% plan review meeting with the consultant, FAA and the county; FAA changed its position on the project design characteristics, requiring the consultant to perform additional project re-design services.

Due to the project schedule, it was not feasible for the county and Mead & Hunt to prepare and execute an amendment to the existing contract before M&H performed the services. Furthermore, due to a change in project managers and overall workload within the Department of Public Works, an amendment to the existing contract was not executed before expiration of the original contract. The additional work requested by FAA was not included in the original scope of services.

Prepared by Thomas K. Mattson

CAO Approval

REVIEW:

Auditor ☒ County Counsel ☒ Personnel ☐ Risk Manager ☐ Other ☐

TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Wilson Seconded by Supervisor Sundberg

Ayes Sundberg, Fennell, Bass, Bohm, Wilson  
Nays  
Abstain  
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 13, 2017

By: Kathy Hayes, Clerk of the Board

The Department of Public Works has worked with County Counsel to develop the attached MOU which will allow the county to pay M&H for the work performed. Even though the contract has expired, M&H worked in good faith to finish the project per FAA direction.

FINANCIAL IMPACT: The amount of \$22,347.75 will initially be sourced from the Aviation Fund 3530381-2118 with the county requesting that FAA augment AIP 06-0092-09 to cover the appropriate 90% of the cost (\$20,112.98), resulting in a net cost to the Aviation Fund of \$2,234.77 to be reimbursed by future Passenger Facility Charges.

OTHER AGENCY INVOLVEMENT: FAA

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board could choose to not sign the MOU. This is not recommended as the work was done by the consultant at the direction of the county and the FAA on a fast track in order to attempt to put the project out to bid and have it constructed in 2016.

ATTACHMENTS:

Attachment 1      Memorandum of Understanding Between the County of Humboldt and Mead and Hunt, Inc., for Additional Re-design Services for the Runway 18/36, Parallel Taxiway Rehabilitation and Run-Up Apron Project#919272 at the Garberville Airport

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
MEAD & HUNT, INC.**

This Memorandum of Understanding ("MOU") by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Mead & Hunt, Inc., a Wisconsin Corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY obtained grant funds through the Federal Aviation Administration ("FAA") to provide a Runway 18/36 and Parallel Taxiway Rehabilitation and Run-up Apron Design for the Garberville Airport (016), FAA Project Number AIP 03-06-0092-009, County Project Number 919272 ("Project"); and

WHEREAS, on December 15, 2015, COUNTY and CONSULTANT entered into an agreement for airport consulting services for the Project ("Agreement"); and

WHEREAS, during the term of the Agreement, the FAA changed its position on Project design characteristics, which required CONSULTANT to perform additional Project re-design services; and

WHEREAS, such re-design services were not included in the Agreement's scope of services, Project budget, or maximum compensation; and

WHEREAS, given the Project schedule, it was not feasible for the parties to prepare and execute an amendment to the Agreement before CONSULTANT performed the services; and

WHEREAS, the Project schedule required CONSULTANT to perform more than 160 hours of services over a two-week period; and

WHEREAS, CONSULTANT submitted an amendment request to COUNTY shortly after performing the services; and

WHEREAS, the amendment request was not processed before the Agreement expired; and

WHEREAS, the purpose of this MOU is to document CONSULTANT's performance of additional services and to provide for payment of such services;

NOW THEREFORE BE IT AGREED:

1. AIRPORT CONSULTING SERVICES:

CONSULTANT has provided airport consulting services pertaining to the Project as described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference.

2. COMPENSATION:

The maximum amount payable by COUNTY for services rendered and expenses incurred by CONSULTANT pursuant to the terms and conditions of this MOU is Twenty Two Thousand Three Hundred Forty Seven Dollars and Seventy Five Cents (\$22,347.75). The parties agree that this amount is reasonable compensation for the additional and time-sensitive services provided by CONSULTANT to accommodate the FAA's re-design requirements and Project schedule.

3. PAYMENT:

To the extent additional documentation may be required, CONSULTANT shall submit an itemized invoice to COUNTY itemizing all work completed. The invoice shall be in a format approved by and shall include backup documentation as specified by the Public Works Director and the Humboldt County Auditor-Controller. Payment for work performed shall be made within thirty (30) days after receipt of the invoice.

4. AGREEMENT PROVISIONS INCORPORATED:

Sections 7 through 48 of the December 15, 2015 Agreement are incorporated into this MOU by reference as if fully set forth herein. CONSULTANT agrees to comply with these provisions to the extent they impose duties CONSULTANT has not already performed and to the extent they impose continuing obligations.

5. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates hereinafter indicated.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:*

*(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*

*(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR ASSISTANT TREASURER.*

MEAD & HUNT, INC.

By: Jon J. Faucher

Date: April 10, 2017

Name: Jon J. Faucher

Title: Vice President / Secretary of the Board

By: Jeffrey T. Leonard

Date: April 10, 2017

Name: Jeffrey T. Leonard

Title: Vice President

COUNTY OF HUMBOLDT

By: Eugene Bess  
Chair, Board of Supervisors

Date: 6/13/17

(SEAL)

ATTEST:  
Clerk of the Board

By: Ann Humphreys

Exhibit A – Scope of Services



133 Aviation Boulevard, Suite 100  
Santa Rosa, California 95403  
707-526-5010  
meadhunt.com

June 8, 2016

Mr. Tyler Holmes  
County Architect/Deputy Director of Building Maintenance  
Humboldt County Department of Public Works  
1106 Second Street  
Eureka, CA 95501

Project: Garberville Airport, County of Humboldt  
Runway and Taxiway Rehabilitation and Run-up Apron Improvements  
FAA AIP No. 3-06-0092-009-2015  
County Contract No: 919272

Subject: Consideration for Amendment No. 1, Re-design Services

Dear Mr. Holmes:

Mead & Hunt, Inc. (Mead & Hunt) is requesting an amendment to cover additional design efforts and associated fees for the above-referenced project. As previously discussed at the 60% project review meeting, the FAA changed their position on the project design characteristics, which required Mead & Hunt to perform additional project re-design efforts. A brief summary of the development and changes are as follows:

1. At the beginning of the 3-D design modeling, we raised the concern to the FAA that the existing runway has a constant cross slope, in lieu of the traditional and FAA-recommended pavement crown. A preliminary finish ground surface design / drawing, including cross sections, was prepared to illustrate the change in pavement elevation as a result of a pavement crown addition. This was presented to the FAA on March 16, 2016, along with the anticipated increase in project cost of \$325,000. On March 23, 2016, the FAA requested that the rehabilitation project incorporate the crowned runway section.
2. The 60% design was completed and packaged accordingly, and submitted on April 25, 2016. As a result of incorporating the pavement crown section, the Engineer's Estimate of Probable Construction Cost between the 30% project submittal and the 95% project submittal increased the total project cost by \$402,000. During the 60% design review meeting held at the County's offices (FAA attended by conference call), it was determined by the FAA that the crown section addition was cost prohibitive (even though it fell closely within the increased cost range provided by Mead & Hunt), and Mead & Hunt was directed to re-design the grading for the project to revert to the constant cross slope on the runway.
3. During the meeting, it was acknowledged that this re-design was not included in the design budget beyond the preliminary alternatives for which Mead & Hunt prepared, and Mead & Hunt would track the re-design costs incurred. Due to the stringent timeline for the 95% submittal and project

advertising, and the fact that the FAA deadline for receiving bids was established and drawing near, it was not feasible to stop the project to determine re-design costs and wait for approval. Although changes to the project plan set-up were minimal, it was necessary to revise the 3-D design in its entirety, as well as the cost estimate and the design report. Below is a summary of the staff hours needed to redesign the runway finish ground surface and associated elements.

Staff	Rate	Hours (Regular)	Hours (Overtime)	Subtotal
Engineer I	\$121.00	117	36.5	\$ 20,781.75
Senior Project Engineer	\$216.00	7.25	-	\$ 1,566.00
Amendment Request Total				\$ 22,347.75

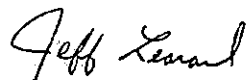
Based on previous discussions, Mead & Hunt is requesting an amendment to the design contract in the amount of \$22,347 to cover the re-design efforts, which were outside of our control and directed by the FAA.

We would be happy to provide additional backup and support of the hours if needed.

We can arrange a time to discuss this request further if you choose. Thank you for your time and consideration.

Sincerely,

MEAD & HUNT, Inc.



Jeffrey Leonard, PE  
Project Manager