

**PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL ENGINEERING**

THIS AGREEMENT is made and entered into this 15th day of July, 2008 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CNC Engineering, a California corporation ("Consultant").

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant provide professional engineering services for the design of alleys numbered 061, 107, 108, 065 and 080 as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability

under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Eighty-Eight Thousand Three Hundred Ten Dollars (\$88,310.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on July 15, 2010, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

CNC Engineering
8 "Corporate Park, Suite 100
Irvine, CA 92606
Tel: 949-863-0588
Fax: 949-863-0589
Attn: Clement Calvillo, PE

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5378
Fax: 714-754-5028
Attn: Fariba Fazeli

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Prevailing Wage: Consultant shall comply in all respects with Title 40 U.S.C. Section 276a, also known as "The Davis-Bacon Act," where Federal government funds are involved, and Consultant shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

Contractor who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Federal government, shall furnish each week to City a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

CNC ENGINEERING

Cory G. Bensch
Signature

Date: 6.26.08

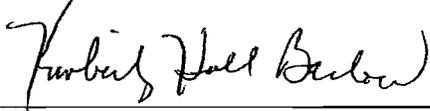
Cory D. Bensch, REGIONAL V.P.
Name and Title

95 - 3995823
Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

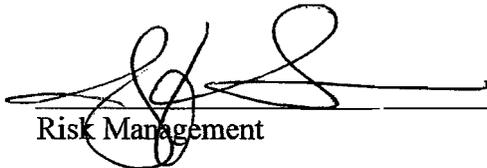
APPROVED AS TO FORM:



City Attorney

Date: 6/19/08

APPROVED AS TO INSURANCE:



Risk Management

Date: 6/20/08

APPROVED AS TO CONTENT:



Project Manager

Date: 7-3-08

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE DESIGN OF
FIVE ALLEYS**

1. INTRODUCTION

The services required for the subject project consist of the preparation of plans, specifications, and estimates. The engineering work includes; but is not limited to; soil testing and structural section design; field surveying; replacing alley entrance, damaged curbs and gutters, cross gutters and spandrels, sidewalks, driveways and driveway approaches, turf, irrigation; providing wheel chair ramp (WCR) designs, meeting Americans with Disabilities Act (ADA) requirements (must provide detail drawing for each WCR); planting and trimming trees; determining right-of-ways (ROW); providing separate traffic striping and traffic control plans which shall meet, at the minimum, the latest Work Area Traffic Control Handbook (WATCH) manual requirements; and all other pertinent work as required.

The following is the location and limit of each alley:

1. ALLEY 061 (NEWPORT BLVD. ALLEY) from ALLEY 62 to N'ly END
2. ALLEY 107 (ESTHER ST. ALLEY) from WESTMINSTER AVE to ALLEY 108
3. ALLEY 108 (WESTMINSTER ALLEY) from ESTHER ST to WALNUT ST
4. ALLEY 065 (KNOX PL. ALLEY) from ORANGE AVE to WESTMINSTER AVE
5. ALLEY 080 (FLOWER ST. ALLEY) from RAYMOND AVE to TUSTIN AVE

The consultant's key project staff must have at least five (5) years prior experience in the design and preparation of construction documents for similar types of projects. All Consultants responding to this Request for Proposal will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, timely performance, ability to meet the project schedule, adequate staffing, responsiveness to the clients needs and concerns, and an understanding of the project.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to **a maximum of 25 pages** (excluding front and back covers, section dividers, resumes, and photographs) and include the following:

Statement of project understanding containing any suggestions to expedite the project or additional concerns that the City should be made aware of, and a project approach containing any scope of work tasks you feel are necessary for the successful completion of the project.

A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager and the Project Engineer proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

A list of similar projects that your firm has completed within the last five years. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed,

engineering fee, and project construction cost.

A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.

A fee proposal provided in a separate sealed envelope.

3. CONSULTANT SELECTION COMMITTEE

The Public Services Department of the City of Costa Mesa has established a Consultant Selection Committee consisting of at least four (4) members from this department who have acted in the capacity of Project Manager or Project Engineer for the City on previous similar projects. The evaluation of each proposal will be based on the technical information and qualifications presented in the proposal, reference checks, and other information, which will be gathered independently.

4. FEE PROPOSAL

- A. Two separate fee schedules for the project shall be submitted in a separate sealed envelope plainly labeled "Fee Proposal" with your company's name and the project title.
- B. A cover letter stating the not-to-exceed total lump sum fee.
- C. The fee schedule shall depict individual project tasks, man-hours, and basic hourly rates for specific personnel to be used **for each alley**. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increased during the contract duration. A pre-award audit may be required to confirm and establish a final not-to-exceed fee.
- D. Payment shall not be processed for any submitted invoices if the consultant is behind the design schedule for any of the outlined tasks.

5. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Consultant Selection Committee has evaluated the consultants' submitted proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "not-to-exceed" fee submitted in the fee proposal.

6. PROFESSIONAL SERVICES AGREEMENT

City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

7. INSURANCE REQUIREMENTS

General Liability:	\$1,000,000
Automobile Liability:	\$1,000,000

Workers Compensation and Employers' Liability: \$1,000,000
Professional Liability: \$1,000,000
Additional and primary Insurance endorsements shall include City of Costa Mesa

8. SCOPE OF CONSULTANT SERVICES

A. Project Analysis and Review, Meetings, and Cost Accounting

Analyze the project, conduct field review and investigations, evaluate existing conditions, research existing City plans and records, and meet with City staff to define the detailed project scope and objectives. Determine appropriate courses of action. Meet periodically with City staff during progress of design for appropriate guidance and coordination (assume **five** meetings). The consultant shall prepare meeting minutes, which shall be submitted to the City for approval within two working days after the meeting.

B. Utility Investigation/Coordination

1. The consultant shall notify all utility companies, governmental agencies, and sanitary and water districts; identify and precisely locate all utilities (both underground and overhead) within the project limits including mains, service lines, meter boxes, valve cans, irrigation lines, traffic signal conduit, etc., and obtain plans of all existing utility facilities.
2. The consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; shoot elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.
3. The consultant shall obtain approval in writing from utility companies for any utility work and clearance.
4. The consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures. The consultant shall submit (via certified mail) at least one set of construction plans to each utility companies at all stages (70%, 90% and final plans)
5. The consultant shall submit all utility correspondences to the City.

C. Design Survey

The consultant shall plot the project design survey on 22" X 34" mylars at a horizontal scale of 1"=10' for the alley project. Detailed design surveys i.e., cross-gutters, wheel chair ramps, driveways, etc., shall be plotted at a horizontal scale of 1" = 10'; reference all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on drawings; centerline bearings shall be referenced to a bearing of a latest recorded tract or parcel map nearest to the proposed site; provide stations based on and begun at nearest existing street intersection stations.

The consultant shall provide the following minimum survey information:

- The consultant shall perform a topographic survey and prepare base map at 1"=10' for the alley project. The base map shall identify all existing improvements, drainage structures, fire hydrants, utility facilities, landscaping, signs, street lights, existing storm drain system, etc., and other appurtenant improvements in the project areas.
- The design survey shall include the following: Cross sections at 25 foot-intervals, with elevations at join line, top of curb, gutter flow lines, EG, EP, lane lines, centerlines, all angle points; centerline of driveway approach; beginning, half delta, and ends of curbs return; top and bottom of "X."
- The existing and proposed elevations for cross sections shall be plotted using 1"=1' vertical and a 1"=10' horizontal scale and will depict existing and proposed cross slopes. Cross sections will be part of the final construction drawings.
- The design survey shall also include all curb returns, driveways and driveway approaches (including width, X and Y), cross gutters and spandrels, missing WCRs , trees, grass, fences, retaining curbs, irrigation systems which are a part of the construction documents. The design of WCRs shall be detailed at a 1"=10' scale; the consultant shall survey 25 feet beyond right-of-way (on private property) behind WCRs.
- The consultant shall survey 20 feet beyond property line (on private property) along the driveway approaches and alley entrances and obtain elevations at 5' intervals.
- Establish ROW limits, property lines, house addresses, existing centerline, and precise locations of any and all utility poles, lines and easements, within the project limits.
- Notify occupants in writing at least five working days before performing survey work on private properties. The City must approve written communications before sending out by certified return receipt mail.
- The consultant shall survey all existing cross gutters and spandrels; obtain elevations at 10 foot-intervals at BCRs, ECRs, flow line, EG, EP, joints, cracks, low points, and any other necessary locations.
- The consultant shall also obtain elevations of damaged curbs and gutters (C&G) at joints, and low/high points. The design survey for damaged C&G locations shall extend 100' minimum beyond both sides of damaged limits at 10' intervals.
- Extend the survey to a minimum of 100' onto cross street from BCRs and ECRs; obtain elevations at locations as described above (including cross street centerlines). Extend the survey at least 100' east of the easterly limits of the alley (onto the private alley).

D. Field Engineering

This work shall include determining and marking limits of existing concrete

removals as well as joining existing improvements. This work must be coordinated with City staff to ensure participation by the City and final quantities adjusted accordingly. **Three field walks** with City staff will be scheduled to ensure detailed depiction on the plans and specifications of existing conditions and work requirements.

E. Geotechnical Investigation and Pavement Design:

The consultant shall furnish the following data:

1. Perform a geotechnical investigation, design pavement sections, and prepare a soils report. The consultant shall submit four copies of the draft and final pavement evaluation reports including introduction, project description, and recommendations.
2. Provide five borings (one for each alley) for this project:

Cores shall be at least six (6) inches in diameter and three (3) feet deep. Coring holes shall be backfilled and compacted 95% with AC material immediately after obtaining soil samples.
3. Prepare boring location map including dimensions of boring locations and their horizontal distances to identifiable points (BCRs, ECRs, street centerlines, curb face, etc.), as well as boring logs.
4. Provide geotechnical information (including geotechnical analysis) for both borings.
5. Provide and/or recommend the following minimum information in the submitted report:
 - a. Existing structural section (including material classification, thickness and material types of AC, PCC, base, and sub-grade materials).
 - b. "R-value" at a three (3) foot depth from existing finished surface or existing grade.
 - c. Existing and optimum moisture content at a depth of two (2) and three (3) feet from existing finished surface or existing grade.
 - d. Expansiveness of sub-grade material, caving potential, and water level.
 - e. Traffic indices and sand equivalency (the City will provide only average daily traffic volume based on 24 hours in both directions).
6. Calculate proposed pavement structural sections (20-year design life):
 - Full depth Portland Cement Concrete (PCC)
 - PCC over Crushed Miscellaneous Base (CMB); and
 - Full depth Asphalt Concrete (AC)
 - AC over CMB

7. Analyze all proposed pavement structural sections with a recommendation of the most economical and effective section; incorporate fabric as necessary.
8. Provide compaction requirements; sub-grade preparation; and treatment recommendations for wet, unsuitable, and/or saturated conditions. Provide depth and estimated quantity for needed over-excavation for incorporation into bid documents.
9. Provide all necessary traffic control while performing fieldwork per the latest edition of the W.A.T.C.H. Manual.
10. Obtain permits and provide protection of existing utilities: At least two working days before starting field work, the Consultant shall obtain all permits, licenses, and other requirements as necessary, and request utility companies to locate their facilities. The City will issue a no-fee permit for the boring work.
11. Arrange and tabulate all soil information (existing and proposed) in table format.

F. Potholing of Existing Storm Drain and Traffic Signal Conduit Facilities (only the City's owned utilities)

The Consultant shall include \$1,500 as a separate item in the fee schedule for the City's use in case potholing is needed for City-owned storm drains and traffic signal conduit facilities as requested by the consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other utility work from this item. Identifying all underground conflicting utilities is the key to a successful project. It is the consultant's responsibility to ensure all utilities are properly identified and located on plans.

G. Construction Documents

1. Construction documents shall comply with standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA, and other agencies as applicable. Upon award of a contract, the City will provide a more detailed construction budget to the consultant who shall prepare the project to meet the budget.
2. Prepare two resident Engineer's files for each project; they must contain, as a minimum, the following: Preliminary and final construction quantities and cost estimates and updates, final quantity color-coded plan set, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondences, geotechnical documents, survey information, and all other related correspondences. The consultant shall submit these two files to the City in conjunction with final submittal.

H. Plans

1. The consultant shall prepare five separate sets of construction drawings, one for each project, containing title sheet, general note sheet, plan and profile sheets, cross section sheets, and detail sheets. The title sheet shall contain

vicinity map and location map of each project. Drawings shall be on 22" x 34" four mil. thick, erasable, writing mylars at a scale of 1" = 10' horizontally and 1" = 1' vertically for the alley project.

2. The consultant shall reference new stations to existing stations of existing street improvement plans that may be available in the Public Services Department/Engineering Division. Stationing shall include existing street and/or alley intersections, BCRs, ECRs, and so forth. If existing improvement plans are not available, the consultant shall establish new stations from the nearest street intersections.
3. The consultant shall plot profiles of existing and proposed centerlines, tops of curb, flow lines, join lines and edges of pavement. The profiles shall include existing and proposed elevations (including vertical curves, grade breaks and other elevations), labeling, and percent grades.
4. The consultant shall plot existing and proposed cross sections on mylar at 25' intervals including existing and proposed elevations at centerline, tops of curb, flow lines, edges of pavement, ROW, and stations. Plot percent cross slopes, labeling, and other information as outlined in the above Design Survey Section, and other required information; provide typical cross sections.
5. The consultant shall plot existing improvements in broken or screened lines, labeling existing dimensions from centerline to EP, curb face, and ROW; place existing elevations in parenthesis.
6. The consultant shall incorporate the following minimum information on plan view: Pavement rehabilitation and parkway repair limits, removal and reconstruction of existing corrugated metal pipes (CMP), traffic channelization including signage, striping, and traffic loop detectors, centerline, ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, water meters, mail boxes, home addresses within project limits, fences, tree planting and trimming, plants, grass, fences, hand rails, walkways and steps, decorative bricks/planters, pull boxes, walls, sprinkler system, etc., and transitional areas within ROW areas and areas beyond ROW (on private property).
7. Drawings shall include retaining curbs, transitional areas adjoining new improvements, AC slot paving, AC replacement and overlay, other items as specified in previous sections, and other related work as required. Transitions of new improvements to existing improvements (including on private properties) shall be designed and detailed.
8. The consultant shall provide detailed drawings for WCRs, cross gutters and spandrels, C&Gs, sidewalks, alley entrance, driveways and driveway approaches. New PCC improvements shall comply with ADA regulations and requirements. Detailed drawings shall be at a 1"=10' scales.
9. The consultant shall provide stations for all existing structures, project limits, centerlines of driveways, streets/alleys intersections, BCRs and ECRs, BCs and ECs; stations and dimensions of reconstruction areas (PCC, grass, etc.).
10. In addition, the consultant shall remove and replace all existing corrugated

metal pipe (CMP) within the public right-of-way; modify, repair, and/or replace existing catch basins as needed.

11. Detail and identify setting new monuments or re-setting existing new monuments at all intersections, beginning and end of curves, and at all angles; provide drawings for each monuments including dimensions; PK nail or spike, and brass washer; and at least four control lead and tack swing ties.

I. Specifications

For each project, prepare complete project specifications, including Special Provisions (including traffic control and detour information) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City to incorporate into construction documents. The construction documents shall include and comply with HUD guidelines and requirements.

J. Quantity and Cost Estimates (QCE)

Provide complete construction quantity and cost estimates for each project. Estimate shall be provided at 70% and 90% completion submittals and final estimate upon final submittal and their excel files with each submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas, quantities, and other items for each sheet; showing total quantities for each item on the first sheet. These quantities shall match the Proposal final quantities and quantity take-off sheets. In addition, consultant shall furnish quantity take off sheets to aid the City during construction.

K. Project Document Submittal and Plan Information

1. First submittal (five sets): 70% completion of plans with survey information, specifications, and QCE.
2. Second submittal (five sets): 90% completion of plans, specifications, and QCE.
3. Final submittal: Original mylar plans, specifications, final QCE, color-coded quantity estimate maps, resident engineer's two files, survey information, monuments, and other related documents. One set of blue lines of final plans and one copy of specifications shall also be submitted.
4. Before submitting project documents for the first check, plans shall have plan views (existing and proposed), existing and designed cross sections, typical cross sections, all utility lines, manhole covers and valves, construction notes with corresponding bid items on their left side, and general notes.
5. The plans must also show the limits of removal and reconstruction of existing improvements by stations, stations at intersections, BCR, ECR, all angle points, beginning and end of all curves including horizontal and vertical, all monuments and ties, cross gutters and spandrels, tree trimming and planting, irrigation and electrical system, landscaping, stamped concrete, conduits, storm drain, drain pipes, catch basins and their local depressions, all other

existing improvements, and proposed drainage replacement and improvements.

6. Plans and specifications must be signed and/or stamped by the Consultant before submitting.
7. The Consultant shall perform field reviews (walk throughs) of the entire project with the City representatives after the first and second plan check. If necessary, a walk through may be requested by the City after the final submittal.
8. Note: In conjunction with the final submittal, all originals of plans, specifications, field notes, calculations, correspondences, ROW, and all other related documents will be turned over to the City in hard copy and electronic format as a deliverable product. All final documents, plans, and specifications shall be supplied to the City on Flash Memory Stick (Thumb Drive). Final document files and specifications shall be prepared using Microsoft Word Office 2000, Windows 95 or 98. All final drawings shall be prepared using AUTOCAD, version 2000. All submitted document files shall become the property of the City and will be used subsequently by the City or its assignees without the Consultant's consent and/or additional compensation.

L. Bidding and Construction Phase Services

Consultant shall attend the pre-construction meeting, and other meetings with staff, other agencies, and the public as required. The consultant shall prepare addenda as necessary, and provide responses to contractor's questions and plans and specifications during the bidding and construction phases. The consultant shall be available to clarify design-related issues at all times and obtain all necessary permits from affected agencies and utility companies.

9. CITY RESPONSIBILITIES

- A. The City of Costa Mesa will be responsible for the following:
- B. Providing specification format to consultant.
- C. Printing and packaging of plans and specifications for bidding.
- D. Advertising for bids and awarding of construction contracts.
- E. Furnishing plans and specifications to the bidders.
- F. Inspecting, controlling construction, and payment to the contractor.

10. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

11. RIGHT TO REJECT ALL PROPOSALS

- A. The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.
- B. The City also reserves the right to award a portion of work or combination, thereof.
- C. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the consultant. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the consultant. All proposals submitted to the City of Costa Mesa become the property of the City.

12. SUMMARY

The City appreciates participation, and the intent of this RFP is to establish the minimum consultant services required. Prior to awarding a contract, all insurance documents must be submitted and approved.

EXHIBIT B
RESPONSE AND SCOPE OF SERVICES

A. PROJECT UNDERSTANDING AND SCOPE OF SERVICES**A.1 Project Understanding and Overview**

The City of Costa Mesa Engineering Division is soliciting proposals for preparation of construction documents for improvement of the following alleys:

ALLEY NO.	ALLEY NAME	From	To	Distance (Approx.)
061	Newport Blvd Alley	Alley 062	Northerly End	830 LF
107	Esther Street Alley	Westminster Ave.	Alley 108	470 LF
108	Westminster Alley	Esther Street	Walnut Street	290 LF
065	Knox Place Alley	Orange Ave	Westminster Ave	620 LF
080	Flower Street Alley	Raymond Ave	Tustin Ave	630 LF

Based on a comprehensive review of the RFP and investigation of the site, the following is a summary of our project understanding along with several key issues in the design of the proposed improvements.

Alley 061 (Newport Blvd Alley) is between a row of residential structures on the east and commercial buildings on the west and dead ends at its northerly terminus. Most of the alley is unpaved and the paved portion at the south end has a few cracks. The entire length of the unpaved portion of the Alley is traversed by a concrete valley gutter. Two grate inlets on the east side of the gutter collect the flow in the gutter.

Key Issues:

- Existing power poles along the east side of the Alley will need to be protected in place. They appear to carry power lines as well as telephone and cable lines.
- Currently the Alley sits atop an embankment on the west where a landscaped berm provides a safety barrier between the Alley and the adjacent property at the bottom of the embankment. The berm currently blends in well with the unpaved Alley surface. However, when the Alley surface is paved, the berm will need to be treated with ground cover to prevent soil runoff on the Alley surface or removed and replaced with a structural barrier.
- The existing grate inlets will need to be shown on the plans and adjusted to grade to drain properly without creating a dip in the Alley surface.
- The existing chain link fence on the west side of the Alley appears to be leaning to be in need of repair or replacement.
- The paved portion of the Alley abuts an existing driveway on the east side. The design survey will include the driveway to ensure positive drainage from the private property.
- Numerous cracks in the pavement will require pavement rehabilitation.

Alley 107 (Esther St Alley) is located between two rows of single family homes. The entire length of the alley is unpaved, except for the concrete alley entrance at Westminster Ave.

Key Issues:

- Existing power poles along the south side of the Alley will need to be protected in place. They appear to carry power lines as well as telephone and cable lines.
- There are at least four existing driveways along both sides of the alley. The design survey will include all existing driveways to ensure positive drainage form the private property.
- Presence of trash bins along the alley indicates coordination with the waste management company for trash collection during construction.
- The Alley entrance at Westminster is not ADA compliant. However, there is no sidewalk at the north end of the alley entrance and the concrete appears to be in good shape. Reconstruction of the alley entrance will be evaluated with the City during the initial project development.

Alley 108 (Westminster Alley) is located at the east end of and runs perpendicular to Alley 107. The alley is located between two rows of single family homes with two driveways abutting the alley. The entire length of the alley from Esther St to Walnut St is unpaved, except for the concrete alley entrances at each end.

Key Issues:

- The concrete alley entrance at Esther Street as well as the adjacent gutter pan in the street have cracks. The entrance is not ADA compliant; however, there are no sidewalks leading up to it. There is a water valve within the concrete apron, which has to be adjusted to grade if the entrance is reconstructed. These issue will need to be evaluated during the project analysis phase and discussed with the City
- All existing surface utilities will have to located and adjusted to grade.
- Existing driveways abutting the alley will need to surveyed to ensure proper drainage and grading design for the alley.

Alley 65 (Knox Place Alley) is located between two rows of single family homes and apartment buildings. The existing AC pavement along the entire length of the Alley as well as the concrete entrances at both ends of the alley are severely distressed with numerous potholes, significant spalling and cracking.

Key Issues:

- Existing power poles along the north side of the Alley will need to be protected in place. They appear to carry power lines as well as telephone and cable lines.
- There are numerous existing driveways along both sides of the alley. The design survey will include all existing driveways to ensure positive drainage form the private property.
- Interruption of access to the parking bays along the multi-family residential structure may create a parking problem on the adjacent streets.
- Presence of trash bins along the alley indicates coordination with the waste management company for trash collection during construction.

- Existing drain inlets, pull boxes and manholes along the Alley will need to be clearly identified and adjusted to grade.
- The existing alley entrance at neither end of the project complies with current ADA requirements. Both entrances will need to be demolished and reconstructed.

Alley 80 (Flower St Alley) is located between two rows of single family homes. The existing AC pavement along the entire length of the Alley shows signs of distress including spalling, rutting and cracking. The concrete alley entrances at Tustin Ave and at Raymond Ave are cracked.

Key Issues:

- Existing power poles along the south side of the Alley will need to be protected in place. They appear to carry power lines as well as telephone and cable lines.
- There are numerous existing driveways along both sides of the alley. The design survey will include all existing driveways to ensure positive drainage from the private property.
- Presence of trash bins along the alley indicates coordination with the waste management company for trash collection during construction.
- Existing drain inlets, pull boxes and manholes along the Alley will need to be clearly identified and adjusted to grade.
- The existing alley entrances at both ends of the project comply with current ADA requirements. However, they both have visible cracks. There is a manhole at each of the entrances and will need to be protected in place or adjusted to grade.

A.2 Scope of Services

Based on our understanding of the project, the following Scope of Work defines specific tasks required to provide the City of Costa Mesa with complete contract services as well as supporting project records, construction surveying and construction support services. The project will be divided into distinct work tasks, as follows:

Task A.	Project Analysis, Review, Meetings and Cost Accounting
Task B.	Utility Investigation and Coordination
Task C.	Design Survey and Base Map preparation
Task D.	Field Engineering
Task E.	Geotechnical Investigation and Pavement Design
Task F.	Potholing of Existing City owned Utilities (as required)
Task G.	Construction Documents
Task H.	Plans
Task I.	Specifications
Task J.	Quantity and Cost Estimates (QCE)
Task K.	Project Document Submittal and Plan Information
Task L.	Bidding and Construction Phase Services

Task A. Project Analysis, Review, Meetings and Cost Accounting

Prior to beginning the work tasks, CNC Engineering will assemble the project team for a project kickoff meeting. The team will be comprised of the City of Costa Mesa staff and CNC Engineering project staff. The purpose of this meeting will be to review the scope of work, the project schedule and to finalize any administrative details such as point-of-contact for each team member. We will also review design criteria and collect available City data such as available record drawings, tract maps and parcel maps. CNC will attend up to five (5) meetings with the City of Costa Mesa staff during the progress of the design for general coordination, to discuss design issues, and obtain direction from the City on policy and design issues (*see key issues outlined for each alley, as examples*). CNC will prepare all meeting minutes and submit to the City for approval within two working days after the meeting. CNC will conduct field review to investigate and evaluate existing conditions. This task also includes preparation and submittal of monthly progress reports with invoices. Each progress report will provide a description of accomplishments during the reporting period, a summary of planned activities for the next reporting period and a list of issues, if any, that may impact the project cost and/or schedule.

Task B. Utility Investigation and Coordination

This work will be performed based on the guidelines specified in the City of Costa Mesa's "Utility Coordination Procedures". CNC will compile a list of Dig Alert member agencies in the area and augment this list based on information from the City as well as previous projects performed by CNC in the City of Costa Mesa. CNC will utilities on this list and notify each utility company of the City's proposed plans, proposed schedule and request copies of record drawings of the existing utilities. If necessary, CNC will request pot holing of the utility company's own facilities to locate vertically the existing underground utilities. CNC will identify any conflicts with the project and formulate at least one solution and strategy for resolution of the conflict. CNC will obtain written approval from utility companies for any required relocation and/or modification of an existing facility. CNC will submit one set of full size construction plans to each utility company at 70%, 90% and final plans via certified mail. All utility correspondence will be submitted to the City. CNC will maintain a utilities log with the names and contact information for all the utilities along with the dates and summary of all correspondence with each purveyor.

Task C. Design Survey and Base Map Preparation

CNC will research the available bench marks at the County of Orange and locate the closest and latest bench mark to each street. CNC will also research recorded tract maps and parcel maps at the County and the City to reference the centerline bearing of each alley to the latest recorded tract or parcel map nearest to each alley. CNC will verify the primary horizontal and vertical controls in the field and establish new secondary controls.

Field survey will consist of cross sections at 25-foot intervals, with elevations at top of curb, back of sidewalk, gutter flow lines, edge of gutter, edge of pavement, lane lines, centerlines, crown lines, angle points, centerline, top of "X", bottom of "X" and back of driveway approaches, beginning, middle of curve and end of curb returns, cross gutters and spandrels, missing wheel chair ramps, at grade

breaks and at damaged curb and gutter and at least 100' beyond both sides of damaged limits at 10' intervals.

Survey will also include all surface culture within the project limits including but not limited to meter boxes, utility poles and valve cans, trees, grass, fences, retaining curbs, retaining walls, surface utility features such as manholes, valve covers and catch basins.

CNC will determine the alley right-of-way and easements from available parcel and tract maps. This proposal does not include boundary survey and/or right-of-way engineering services. Survey will be extended 20 feet beyond the alley right-of-way along driveway approaches and alley entrances and elevations will be obtained at 5' intervals.

CNC is very sensitive to the City's requirements for field survey adjacent to or on private property. We recently completed design survey of the Canyon Community Park and for Alley No. 19 for the City. Both projects involved extensive survey on private property. CNC will comply with all of the City's requirements for notification of residents and specific items to be surveyed, including those in the RFP. Prior to entering private property, CNC will submit a draft notice of survey work to the City for review. Upon approval, CNC will prepare notices and send out to occupants by certified mail. CNC will not perform survey work on private properties until at least five days after receiving certified return receipts.

All survey points will be data collected and electronically transferred to our computer for preparation of the topographic mapping at 0.10-foot intervals. CNC will prepare base sheets for use in the final contract document drawings from the as-built improvement plan drawings and the design survey. All drawings will be prepared in accordance with the sizes, standards and requirements set forth in the RFP.

Task D. Field Engineering

Upon completion of the 70% and 90% construction documents, CNC will conduct a field review of each alley with the City representative to determine the limits of concrete removals and join lines. CNC will also attend a third field walk for this effort if required by the City.

Task E. Geotechnical Investigation and Pavement Design

Task E.1 – Data Review/Coordination – CNC Team (GEI) will review available geotechnical and geological data such as geologic maps and grading reports for the sites surrounding areas to assess the expected soil conditions for each alley. CNC Team (GEI) will prepare separate traffic control plans for each alley segment that will adhere to the latest Work Area Traffic Control Handbook (WATCH) manual requirements. At least two (2) working days before the fieldwork, CNC Team (GEI) will obtain all necessary permits, licenses, and other City requirements as necessary.

Task E.2 – Drilling and Sampling – The field investigation will consist of two (2) parts: a site reconnaissance and a subsurface exploration. The site reconnaissance will include examination of the project sites to evaluate existing improvements, including the condition of the pavement, curbs, gutters, sidewalks, and driveway approaches. This will include determination of any damaged, raised, or sunken curbs, gutters, and sidewalks, or other needed concrete improvements within the public

right-of-way. Results of the site reconnaissance will be used to select the boring locations for the proposed subsurface exploration. The proposed boring locations will be marked in white and Underground Service Alert (USA) will be notified for coordinating with utility companies to locate and field-mark existing substructures. The markings provided by USA will be used to ensure the protection of any identified existing utilities. Following the notification to USA, the field investigation will be performed.

The field investigation will include exploration of the site by drilling one (1) soils boring at each alley for a total of five (5) borings. CNC Team (GEI) will secure undisturbed and bulk soil samples for laboratory analysis of the subgrade soils supporting the pavement sections. The borings will be drilled by utilizing either a 6-inch or an 8-inch diameter hollow-stem auger drill rig. The soils borings will be drilled to approximate depths ranging between five (5) and six (6) feet below the existing ground surface or to the depth of refusal. The depths of the proposed borings may change depending on the materials encountered during the field investigation. Boreholes will be backfilled with soil cuttings generated from the same boring, compacted to 95% relative compaction, and patched with cold asphalt immediately after the final soil samples are retrieved. GEI will provide all necessary traffic control while performing fieldwork in accordance with the latest edition of the WATCH manual. The traffic control and detouring will provide for continuous driveway and pedestrian access to businesses and residents at all times.

Geologic logs of boring activities exhibiting soil classification of each stratum in accordance with the Unified Soil Classification System (USCS), ASTM 2487-93, will be prepared. The logs will include all pertinent information regarding the existing structural section, including boring depth and location, sample collection depth, USCS group name, USCS group symbol, color as determined by Munsell Soil Color Charts, grain size distribution, moisture content and dry density of drive samples, the elevation of the water table (including the depth of saturated soil or groundwater) if encountered, and caving potential and/or sloughing conditions. During drilling, the classifications, thicknesses, and material types of any existing subgrade soils, AC, PCC, and AB will be measured.

Undisturbed drive samples will be collected at approximate depths of two (2) and three (3) feet below the existing ground surface during drilling operations. Additional drive samples will be taken at changes in lithology or if unusual conditions are encountered. Relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 inches outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of a borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight (blows) required for one (1) foot of penetration will be shown on the boring logs. Bulk samples from soil cuttings generated during the drilling activities will be collected at beginning depths of approximately 3.5 feet (below the final drive sample) and placed in plastic bags. The samples from the borings will be tested in the laboratory as described in Task E.3.

Task E.3 – Laboratory Testing – Bulk and relatively undisturbed drive soil samples collected during the proposed field investigation will be examined in the laboratory to confirm field classifications. Selected samples will be tested to determine in-place moisture content and dry density, maximum dry density and optimum water content, R-Value, grain size distribution, plasticity/expansive characteristics, sand equivalency, and corrosive properties. The numbers and types of tests will depend upon the soils encountered and the planned improvements at the sample location. Results of all laboratory testing performed on bulk and drive samples of the subsurface soils will be included in the appendix of the engineering report prepared for the project.

Task E.4 – Report Preparation – A pavement evaluation geotechnical engineering report will be prepared at the conclusion of the investigation. The report will describe the purpose, methods and procedures used to conduct the field exploration (including sampling collection methods), investigation findings (soil characteristics), conclusions regarding appropriate construction methods, recommendations, and supporting laboratory test procedures and results. The report will provide compaction requirements, subgrade preparation, and treatment recommendations for wet, unsuitable, and/or saturated conditions. It will also provide the depths and estimated quantity of needed over-excavation. The report will provide complete information regarding the thicknesses of the existing AC and AB, plasticity characteristics and grain-size distribution of the subgrade soil, and recommendations for the rehabilitation of the subject alley segments. At a minimum, the report will provide recommended pavement structural sections with an estimated 20-year service life for Asphalt Rubberized Hot Mix (ARHM) over AC, ARHM over AC over Cement Treated Base (CTB), ARHM over AC over Crushed Miscellaneous Base (CMB). The recommended pavement sections will be based on the Traffic Index (T.I.) value for each alley. CNC will calculate the design T.I. based on the ADT values that will be furnished by the City.

This proposal assumes the City furnished ADT will provide a break down of the number of trucks by the number of axles. CNC will conduct a traffic count and obtain axial classification for this project with prior written authorization form the City of Costa Mesa.

The engineering report will include typed geologic boring logs, geotechnical laboratory reports, a site location map, a boring location map (including the dimension of boring locations and their horizontal distances to identifiable points), and other pertinent data and information. All referenced geotechnical reports used in the preparation of the report will be listed in the appendix. Additionally, pertinent soil information will be arranged and tabulated in a table format to be included in the appendix. Four (4) wet-signed copies of the draft and final reports will be submitted.

Assumptions:

- *Access to the site is provided with no fee,*
- *All required permits will be provided with no fee,*
- *All field employees will be compensated with the applicable prevailing wage,*
- *The site is accessible to the field equipment listed in TaskE.2*
- *No unusually hard or other unforeseen ground conditions are encountered,*
- *Soil borings can be backfilled with soil cuttings and cold patched with asphalt concrete, and*
- *Soil and groundwater are not contaminated.*

Task F. Potholing of Existing Utilities

In the event it becomes necessary to conduct exploratory field investigation to locate City owned underground utilities, CNC will hire a specialty contractor to pothole such facilities, with prior written approval of the City's project manager. CNC will work closely with the City to establish the location of potholes. CNC will coordinate the contractor's activities to obtain a no fee permit and notify Dig Alert and the City prior to start of field work. CNC will show the location and depth of the facility pothole on

the plans. In accordance with the City's directions in the RFP, a fee of \$1,500 has been assumed for budgeting purposes. CNC will not exceed this fee without prior written authorization from the City.

Task G. Construction Documents

Plans, specifications and estimates will comply with the City's requirements. CNC will also prepare and submit two Resident Engineer's files. These files will contain preliminary and final construction quantities and estimates and updates, color coded set of bluelines with plan view and cross sections showing different colors for each item of construction with dimensions and quantities for each item on each sheet and total quantities on the first sheet. The files will include all of the other information and documents required by the City, including those in the RFP.

Task H. Plans

CNC will prepare five (5) separate sets of construction drawings, one for each alley, for approval by the City of Costa Mesa. All improvement plans will be prepared in compliance with the City of Costa Mesa standards. Design details, including the intersection layout details on 10-foot grids will be prepared at a scale of 1"=10'. These preliminary and final improvement plans will consist of the following:

Title Sheet - Indicating name of project, a vicinity map and a location map showing the specific location of each project, general notes, utility agencies' contacts and phone numbers, a sheet index and a list of the construction notes. If necessary or directed by the City, the general notes will be prepared on a separate sheet.

Plan and Profile Sheets - Will show removal and replacement of paving, grinding limits, utility adjustments, horizontal and vertical controls, existing right-of-way obtained from the latest available tract and parcel maps, record utilities, design survey information, driveways, and construction notes. The plan and profile drawings on 24"x36" Mylar will show the alley in plan and profile at a scale of 1"=20' horizontally and 1"=2' vertically. The profile will show existing centerline and existing as well as proposed profiles for centerline. The plan view will show topographic features and elevations necessary for the construction of the proposed improvements and any areas needing repair. The centerline profile will verify drainage cross fall. These improvement plans will show all repairs, reconstruction, and alterations to the existing improvements specified in the RFP. Alley stationing will be based on the stations of the available record drawings of the existing alley improvements.

Detail Sheets - Will show typical sections, specific drainage feature and detailed drawings for wheel chair ramps, cross gutters and spandrels, curb and gutters, sidewalks, driveway and driveway approaches. Detailed drawings will be at 1"=10' scale. This proposal assumes no work will be done within existing adjacent streets.

Cross-Sections - CNC will prepare cross-sections showing the existing and proposed improvements at 25-foot intervals plus returns and centerline intersections using 1"=10' horizontal and 1"=1' vertical scale. The cross sections will show existing and proposed cross slopes, elevations at centerline, top of curb, flow lines, edges of pavement, right-of-way and stations.

Task I. Specifications

CNC will prepare construction specifications for each alley. The specifications will be consistent with the City of Costa Mesa format and will be based on the latest edition of Standard Specifications for Public Works Construction (Green Book). The specifications will include traffic control and detour information and proposal forms consistent with current City projects. CNC will also incorporate the Standard General Provisions and Construction Contract Agreement that will be furnished by the City into the construction documents.

Task J. Quantity and Cost Estimates (QCE)

CNC will prepare an itemized quantity estimate and opinion of probable construction cost for each alley. CNC will also prepare a bidder's proposal sheet for use in project bidding as required by the City. The QCE will be prepared in EXCEL. The final submittal to the City will include a color coded set of blue lines showing a different color for each construction item with dimensions, areas and quantities for each sheet and showing total quantities for each item on the first sheet. The final submittal will also include quantity take off sheets.

Task K. Project Document Submittal and Plan Information

CNC will submit project documents for plan check at 70%, 90% and final completion in accordance with the requirements for contents and level of completion specified in the RFP. Final plans, specifications, field notes, calculations and correspondence will be turned over to the City upon completion of the design. An electronic copy of final construction documents will be supplied to the City on CD. The document files will be prepared using Windows Microsoft Word Office 2000. Final CADD drawings will be plotted on 4 mil thick Mylar, with the final CADD files on CD in AutoCAD version 2000.

Task L. Bidding and Construction Phase

CNC Project Manager will attend one pre-bid and one the pre-construction meeting and will be available to address any questions or requests for clarification at each meeting. CNC will respond to requests for clarification or information and prepare addenda and provide clarification of the construction documents during bidding and construction phase. For the purposes of this proposal, it is assumed a maximum of four requests for clarification and information will be received for each alley during the bidding and construction phase.

EXHIBIT C
FEE SCHEDULE

May 23, 2008

Ms. Fariba Fazeli, P.E.
City of Costa Mesa, Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628-1200

Subject: Fee Proposal for Professional Engineering Services for the Design of Five Alleys

Dear Ms. Fazeli:

CNC Engineering (CNC) is pleased to submit our fee proposal to provide consulting engineering services for the preparation of plans, specifications and construction support services for rehabilitation of Alleys No. 61, 65, 80, 107 and 108. Attachments "A" through "E" show the hourly breakdown for performance of individual project tasks for each of the five (5) alley. The total not to exceed fee for performance of the services as outlined in the technical proposal is as follows:

- **Alley 61: \$18,170 (See Attachment "A")**
- **Alley 107: \$18,170 (See Attachment "B")**
- **Alley 108: \$16,690 (See Attachment "C")**
- **Alley 65: \$17,640 (See Attachment "D")**
- **Alley 80: \$17,640 (See Attachment "E")**

As shown in Attachment "F", the total fee for all five (5) alleys is **\$88,310**. This proposal assumes the scope of work includes all five (5) alleys.

If required by the City, CNC will conduct a traffic count to obtain axial classification for all five (5) alleys for an additional fee of **\$1,300**, with prior written authorization from the City. This proposal is valid for a period of ninety (90) days from the date of submittal.

We appreciate the opportunity to submit our proposal and look forward to working with you on this important project.

Respectfully Submitted,
CNC Engineering



Sean Nazarie, P.E.
Director of Engineering

Attachments

EXHIBIT D
PROJECT SCHEDULE

EXHIBIT E

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
- 2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
- 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT F
CERTIFICATES OF INSURANCE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section 1 — Coverage A — Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization	City of Costa Mesa Attn: Ms. Fariba Fazeli, P.E. Public Services/ Engineering 77 Fair Drive, 4th Floor Costa Mesa CA 92628
Location And Description of Completed Operations: The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are named as additional insureds per attached CG20101001 & CG20371001 . Primary wording applies per attached CG00011001. This certificate supercedes previously issued certificates. Re: "PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF FIVE ALLEYS"	
Additional Premium: 	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	City of Costa Mesa Attn: Ms. Fariba Fazeli, P.E. Public Services/ Engineering 77 Fair Drive. 4th Floor Costa Mesa				CA 92628
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.