

**PROFESSIONAL SERVICES AGREEMENT  
FOR ENGINEERING DESIGN SERVICES**

THIS AGREEMENT is made and entered into this 3d day of February, 2009 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KABBARA ENGINEERING, a sole proprietorship ("Consultant").

**WITNESSETH:**

- A. WHEREAS, City proposes to have consultant prepare plans, specifications and estimates for the reconstruction of Newport Boulevard 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 Seventy-Two Thousand Nine Hundred Seventy Two Dollars (\$72,972.00).

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 February 3, 2011, 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:

Kabbara Engineering  
121 North Harwood Street  
Orange, CA 92866-1626  
Tel: 714-744-9400  
Fax: 714-744-9771  
Attn: Leah Kabbara, P.E.

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: \_\_\_\_\_

KABBARA ENGINEERING

  
\_\_\_\_\_  
Signature

Date: 1/13/09

Leah Kabbara, PRINCIPAL ENGINEER  
\_\_\_\_\_  
Name and Title

33-0716651  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
Deputy City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

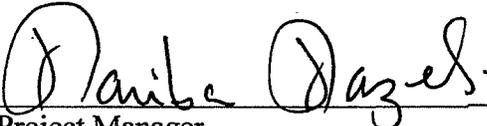
Date: 1-9-09

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Management

Date: 1/12/09

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Project Manager

Date: 1-14-09

**EXHIBIT A**

**CITY'S REQUEST FOR PROPOSAL**

**REQUEST FOR PROPOSALS  
FOR RECONSTRUCTION OF NEWPORT BOULEVARD**

**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 detailed 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 location and limit of each street is described in table below.

STREET NAMES	LIMITS	
	From	To
SOUTHBOUND NEWPORT BLVD	16 <sup>th</sup> Street	Industrial Way
NORTHBOUND NEWPORT BLVD.	16 <sup>th</sup> Street	15 <sup>th</sup> Street

The existing pavement conditions within the project limits are poor. Many factors such as soil condition, weather, aging, traffic, utility work, and tree roots have contributed to the deterioration of sections of pavement, curb and gutter, and sidewalk.

The estimated construction cost for these streets is \$500,000 and includes pavement reconstruction, redesign of existing cross-sections, replacement of existing CMP (if any) storm Drain with RCP and parkway rehabilitation.

The Consultant's key project staff must have at least five years of prior experience in the design and preparation of construction documents for similar types of projects. All Consultants responding to this Request for Proposals 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.

The Consultant shall provide a separate set of plans and specifications (the plans shall include title sheet, plans, profiles, details, cross sections, etc.) and quantity and cost estimates for each street.

**2. CONTENT OF PROPOSAL**

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 20 pages (excluding front and back covers, section dividers, and resumes) and include the following:

- A. A statement of project understanding containing any suggestions to expedite the project or special concerns of which City staff should be made aware and a project approach containing any additional scope of work tasks you feel are necessary for the successful completion of the project; a description of understanding and ability to meet federal requirements.
- B. 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 (PM) and Project Engineer proposed for this project. The PM will be the primary contact person to represent your firm. Sub-consultants, if any, shall be identified with the same requirements as for the main Consultant.
- C. A list of similar, recent projects, which your firm has completed within the last five (5) years on which federal requirements were met. Information should include project description, agency or client name along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- E. Fee proposal in a separately sealed envelope containing the following:
  - 1) Cover letter stating the total lump sum fee.
  - 2) Two copies of fee schedules shall be submitted to the City. The fee schedules shall depict individual project tasks, and the basic hourly rates for specific personnel to be used on the project. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration. A pre-award audit may be required to confirm and establish a final fee schedule.

Please submit four (4) copies of your proposal.

### **3. CONSULTANT SELECTION COMMITTEE**

The City of Costa Mesa Public Services Department has established a Consultant Selection Committee consisting of four (4) members who have acted in the capacity of Project Manager for the City on similar projects. The Consultant Selection Committee will evaluate the Consultant on their ability to: Produce a well engineered set of PS&E which will result in a minimum number of construction contract change orders; produce an innovative and detailed set of construction documents which reflect field conditions, including existing drainage and utility locations; perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems; provide the City with adequate estimates, quantity takeoffs, cross-sections, etc., to allow for effective construction management and quality control of the project; provide traffic control and construction phasing that meets the requirements of the various access points to the different businesses, and residential properties within the project limits.

The evaluation of each proposal will be based on technical criteria and qualifications listed within the RFP, reference checks, and other information, which will be gathered independently.

**4. ESTABLISHMENT OF FEES**

A fee proposal is to be submitted separately in a sealed envelope plainly labeled "Fee Proposal." The fee proposal will not be opened until the Consultant Selection Committee has evaluated the proposals. In conformance with the 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 lump sum cost submitted in the fee proposal.

**5. PROFESSIONAL SERVICES AGREEMENT**

The 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.

**6. 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

**7. 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"=20' and vertical scale of 1"=2' for these street projects. 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 maps at 1"=20'. The base maps shall identify all existing street 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 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 five-foot 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).

#### 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 total of four borings (two per each segment):  
  
Cores shall be at least six inches in diameter and three-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 all four 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" for all four borings at a three (3) foot depth from existing finished surface or existing grade.
  - c. Existing and optimum moisture content at a depth of two and three 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):
  - Asphalt rubber hot mix (ARHM)/asphalt concrete (AC)
  - ARHM over AC over Cement treated Base (CTB)
  - ARHM over AC over CMB; and
  - Proposed alternatives by consultant after material testing.
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-owned utilities)

The Consultant shall include \$5,000 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; they must contain, as a minimum, the following: preliminary and final construction quantities and cost estimates and updates, 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 the construction drawings, 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" = 20' horizontally and 1" = 2' vertically.
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, 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. Prepare detailed plans for street intersections, showing existing and proposed improvements including elevations shown on a 10' grid system at a scale of 1" = 10'; provide elevations at TC, FL, EG, EP, BCRs, ECRs, ¼ and ½ curb return.
12. Traffic control plans are required and must provide for continuous driveway and pedestrian access at all times during the construction phase of the project. Prepare traffic control plans clearly identifying the staging and sequencing of construction. Construction traffic detouring shall provide for a minimum of one (1) lane of travel in each direction during off-peak hours and two (2) lanes of travel in each direction during peak hours.
13. Prepare construction drawings for traffic channelization including signing and striping, and traffic loop detector replacement.
14. 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.

#### Specifications

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.

J. Quantity and Cost Estimates (QCE)

Provide complete construction quantity and cost estimates. 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 bluelines 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 CDs. Final document files and specifications shall be prepared using Microsoft Word Office 2000, Windows 95 or 98. All final drawings shall be prepared using

Microstation version 8. 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**

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.

**8. CITY RESPONSIBILITIES**

The City of Costa Mesa will be responsible for the following:

- A. Providing all available existing plans, reports, and records.
- B. Printing and packaging of plans and specifications for bidding.
- C. Advertising for bids and awarding of construction contracts.
- D. Furnishing plans and specifications to the bidders.
- E. Inspecting, controlling construction, and payment to the contractor.
- F. Providing specification format to consultant.

**9. EXAMINATION OF SITE PRIOR TO SUBMITTING REQUEST FOR PROPOSAL**

Each Consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful consultant engineer of the obligations to carry out the provisions of this contract.

**10. 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. 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 respondent. 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, which may be incurred by the respondent. All proposals submitted to the City of Costa Mesa become the property of the City.

**11. SUMMARY**

Your participation is greatly appreciated by the City. It is the intent of this RFP to establish the minimum consultant services required by the City. To assist in your preparation, this RFP was categorized into sections stating the specific requirements of the City. All insurance documents must be submitted and approved prior to the award of contract.

**EXHIBIT B**

**RESPONSE AND SCOPE OF SERVICES**

# PROJECT UNDERSTANDING

## PROJECT LOCATION AND BACKGROUND

This project consists of the reconstruction of a portion of the two frontage roads adjacent to a major arterial highway located in the City of Costa Mesa, County of Orange, State of California.

The project limits are described as follows:

STREET NAME	LIMITS FROM	LIMITS TO	APPROX. LENGTH
Old Newport Boulevard Frontage Road Southbound	16 <sup>th</sup> Street	Industrial Way	1,200 l.f.
Old Newport Boulevard Frontage Road Northbound	16 <sup>th</sup> Street	15 <sup>th</sup> Street	1,100 l.f.

The proposed improvements for the Old Newport Boulevard Frontage Roads within the project limits, are anticipated to be cold milling and overlay of the existing PCC and A.C. pavements, localized removals and reconstruction per the geotechnical recommendations, and the repair of damaged sections of curb and gutter, cross-gutters, driveways, sidewalks, and parkway areas.

Alternate methods of pavement rehabilitation will be analyzed, using the results of the proposed Geotechnical investigation for the project.

This project also includes traffic detour and traffic signing and striping plans. Traffic loop replacement will be shown on the traffic signing and striping plans for construction purposes, and no separate loop replacement plans is included herewith.

We reviewed the storm drain atlas map to verify and look for possible corrugated metal pipe storm drain that will need to be replaced by reinforced concrete pipe. **We found that there are existing 12" and 15" CMP storm drain lines within the project limits and storm drain plans have been included in our scope of work.**

**Discussions with City staff confirmed that the Frontage Roads are within City R/W and that no Caltrans encroachment permit is required or requested.**

### Record Plans

We also reviewed the City's available record plans for Newport Boulevard, to identify existing structural sections and the depth of existing utilities that may impact the depth of the proposed structural section, subgrade treatments and alternates. The available record plan No. 52.6 (dated 1952) for Newport Boulevard within the project limits indicates a 0.33' PMS (plant mixed surface) pavement section. However, no plans were found for the existing PCC section located in the intersection of 15<sup>th</sup> Street and approximately 700 feet southerly.

Plans show that Newport Boulevard has moderately flat longitudinal slopes which vary from 0.50% to 1.8% within the project limits.

### Construction Costs

The construction budget for this project is \$500,000 dollars, which includes pavement rehabilitation, redesign of existing cross sections, replacement of any existing CMP storm drain pipe with RCP, and parkway rehabilitation. In addition to the required cost estimates at the 70%, 90% and 100% project milestones, Kabbara Engineering will also prepare an initial Preliminary Design Report to evaluate all viable pavement alternatives for the project. The Preliminary Design Report will allow the City to consider the cost and feasibility of all viable pavement alternatives, including the latest developments in pavement technology, so that the most effective design can be utilized for the project.

Kabbara Engineering also includes a review of all Opinions of Probable Construction Costs by an designated external Construction Estimator, and comparison of actual recent bid costs on similar projects in the area. These proven steps will help to ensure that the City receives construction bids that are within budget and very close the final Engineer's Estimate.

### Utility Coordination

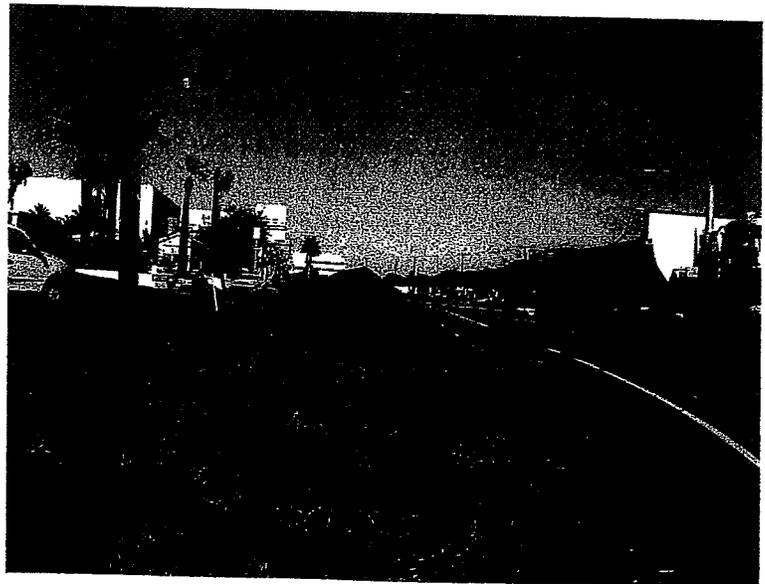
Special attention must be paid to the existing depth of the utilities and the amount of cover shown on existing plans. This will impact the depth of the proposed structural section, subgrade treatments, CMP storm drain replacement with RCP, and the pavement alternates. Organized and thorough utility research, supplemented by our field survey of surface utilities and inverts, and potholing (if necessary) is required to identify potential conflicts, provide accurate design solutions and to avoid costly delays during construction.

We performed a preliminary field review of all the project streets to evaluate existing conditions and to reassess the drainage issues and anticipated limits of curb, gutter, sidewalk and driveway removals. Our review of our brief field visit indicates the following:

**Old Newport Boulevard Frontage Road (Southbound from 16<sup>th</sup> Street to Industrial Way)**  
**Old Newport Boulevard Frontage Road (Northbound from 16<sup>th</sup> Street to 15<sup>th</sup> Street)**

### Existing Conditions

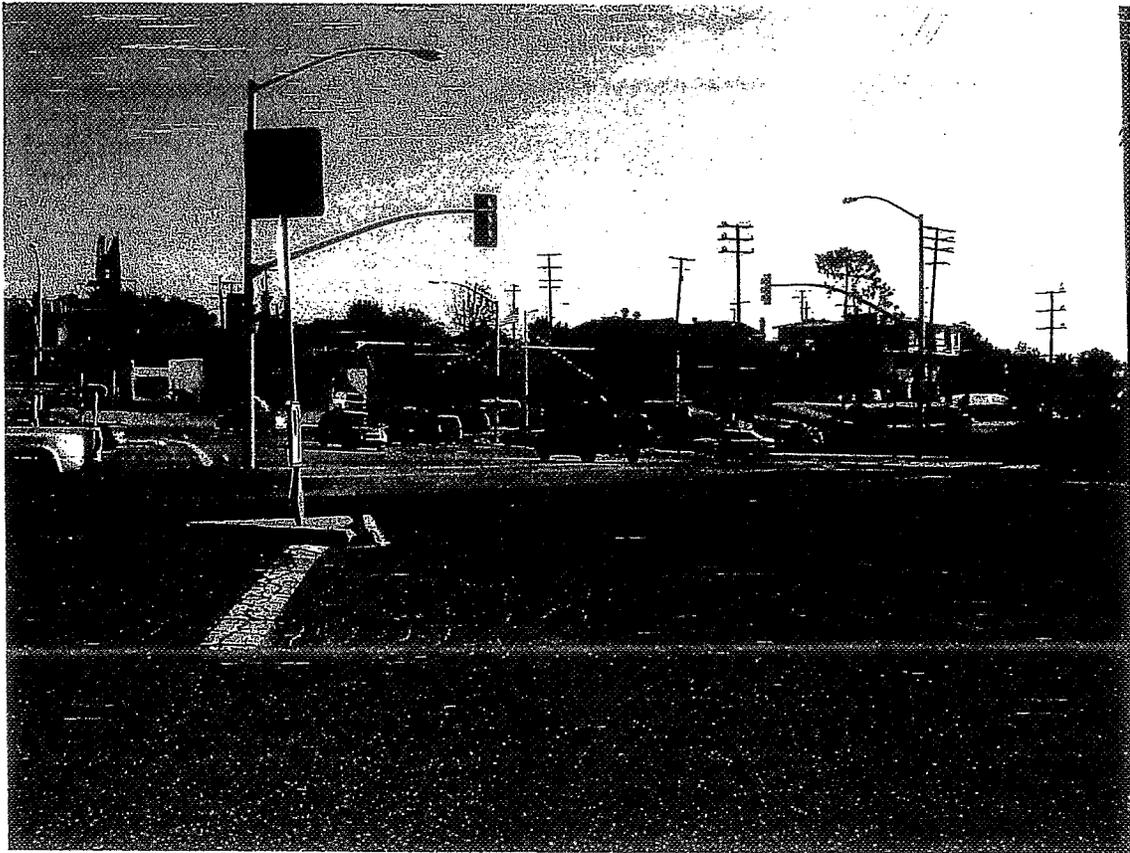
The Old Newport Boulevard Frontage Roads, within the project limits, are fully improved with asphalt and P.C.C. pavement, curb and gutter, sidewalk, driveways, street lights, street trees, traffic signals, catch basins, sewer and storm drain manholes, water valves, gas, power poles, telephone, and various other improvements.



Old Newport Boulevard Frontage Roads have one lane in each direction with on-street parking is allowed within the project limits.

Old Newport Boulevard Frontage Roads in the project area serve a combination of commercial, industrial, retail, restaurant and office uses.

There are existing traffic signals at each end of the project limits, including the intersections of 16<sup>th</sup> and Industrial Way.



### Pavement

Our review of the existing pavement indicates that the A.C. portion of the Frontage Road is in very poor condition, while the P.C.C. section is in moderately fair condition, which is why the City is anticipating that cold milling and overlay with localized reconstruction of the pavement section will be required. Our field review indicated the roadway is experiencing some pavement failure including longitudinal and lateral cracks, and large areas of severe alligating. There are also visible areas of utility trenching and patching.

**Surface Drainage**

The majority of curb and gutter, sidewalks and driveways appear to be in good condition. However, our field review did indicate limited areas of raised and sunken curbs and gutters, which may require reconstruction.

The drainage on Newport Boulevard splits from a high point located approximately 200' north of Industrial Way, and drains to an existing low point located at Commercial Way. There are also existing inlets located within each of the frontage roads near the intersections of 16<sup>th</sup> Street and Industrial Way.

Existing drainage patterns sheet flow across the lanes to the existing landscape planters which border the shoulder areas on the east side of the frontage road at Industrial Way.

**ADA Compliance**

City of Costa Mesa requirements dictate that any damaged or existing concrete improvements such as sidewalks, access ramps and driveway approaches shall be reconstructed in conformance with American with Disabilities Act (ADA) and State Title 24 Standards and requirements. Any new improvements shall also comply with ADA requirements.

Our field review indicates that the existing driveways and curb ramps at intersections do not appear to be in compliance with current ADA standards, for slopes, landings, and grooving, and are missing the 3' by 4' area of detectable warning devices which ADA now requires on all ramp landings adjacent to vehicular travel ways, and 3' landings at back of driveway approach.

The feasibility of constructing new sidewalks and ramps for ADA travel path requirements, and the effects on private properties and ADA access will be evaluated during the preliminary design phase of this project.

**Traffic Control & Construction Phasing**

An effective Traffic Control and Construction Phasing plan will be critical to the success of this project in terms of budget, schedule and inconvenience to the existing residents, businesses and the traveling public. City traffic lane requirements generally dictate that construction traffic detouring shall provide for continuous driveway and pedestrian access during construction and a minimum of one travel lane in each direction during off-peak hours and two travel lanes in each direction during peak hours.

Due to the high traffic usages and the City's traffic lane requirements, the roadway must be restored or base-paved at the end of each day. To meet the traffic lane requirements, the only feasible pavement section is with full depth AC or some other similar measures. Maintaining access to businesses and residents will require temporary backfilling and paving in areas where full depth pavement replacement is proposed.

## **Project Schedule**

Kabbara Engineering is committed to meeting our client's project schedules. Our excellent record of project schedule and cost compliance is based on the following three-point plan:

### ***Project Planning***

We feel that project planning is a vital first step in reaching our goal "project completion on-time". When planning a project, we break down that project into tasks. Utilizing the Critical Path Method, we rank each task, determine the resource requirements to accomplish each task, review any time constraint and allocate the necessary resources. Good planning is only the first step toward accomplishing our goal of schedule and budget compliance.

### ***Project Tracking***

We are constantly striving to overcome all project time constraints through constant monitoring and tracking. To help us with this task, we use the latest in project scheduling and tracking software. These tools allow us to manage our resources efficiently and adjust our planned course of action to conform to the project schedule.

### ***Communication***

Clear communication between our design team and our client is of vital importance in all projects we undertake. We strive to keep our clients informed of the project schedule and design progress through our "STATUS REPORTS", which are provided in hard copy and will regularly be available and updated for the City project manager on our secured access web site. These reports will identify any potential problems early on and help secure solutions. Status reports are prepared on a monthly or bi-weekly time frame, depending on the client's needs and the project's requirements. We also utilize regular monthly progress meetings with the City and any other affected agencies to discuss project goals, work in progress, schedule, and any design issues that may arise.

## SCOPE OF WORK

In an effort to expedite and maintain the City Schedule, we have developed a work plan outlining the following required steps necessary to complete this project:

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

1. In a Kick-off meeting with the City, the scope of work, design criteria, street stationing, objectives for the project and the project schedule will be reviewed and approved.
2. Compile and review all available documents provided by the City of Costa Mesa, obtain and review all necessary documents and maps (as required) from the County of Orange.
3. Organize and attend 4 progress meetings with City staff for design review and coordination purposes. Includes preparation of meeting minutes within 2 days of subject meeting, and monthly status reports.

### B. Utility Investigation & Coordination

1. Notify all affected public utility companies, governmental agencies, sanitary and water districts using City of Costa Mesa utility coordination procedures, and identify overhead and underground facilities and substructures using existing record documents and atlas maps provided by the various utility companies. Includes 3 notifications via certified mail.
2. Coordinate with all existing affected utility companies and request verification of location and depth of their facilities for design purposes. Identify anticipated conflicts and make recommendations for potholing, if required, to the City's Project Manager.
3. Obtain approval in writing from affected utility companies for any utility work and clearance (if required).
4. Prepare a Utility Notification Log to track utility company contacts and responses. Utility Notification Log and copies of all correspondence will be provided to the City with Final Plan submittal.

### C. Design Survey

1. Perform field survey of Old Newport Boulevard Frontage Road southbound lanes from 16<sup>th</sup> Street to Industrial Way (approx. 1,200 l.f.), and northbound lanes from 16<sup>th</sup> Street to 15<sup>th</sup> Street (approx. 1,100 l.f.), excluding the frontage roads located on both sides of the street, to identify existing topographic features and improvements, and to provide cross sections at 25 foot intervals including elevations of top of curb, gutter flowline, lip of gutter, finished surface at centerline and lane lines, EG, EP, driveways, cross gutters, curb returns, ramps and all angle points and grade breaks as required for design purposes. Damaged curbs, gutters and cross gutters will be surveyed at 10 foot intervals. Cross sections shall extend 20 feet beyond the right-of-way at 5 foot intervals as required to provide adequate joint elevations at driveways and alley entrances, and 25 feet beyond the right-of-way at wheel chair ramps. Also includes 25 foot cross sections on cross streets to 100 feet beyond the curb returns in both directions. Includes field review of project to identify special conditions and conflicts. Locate and identify horizontal and vertical control used (Orange County benchmark).
2. Provide survey for 10' gridded intersection details for the (4) intersections, including 16<sup>th</sup> Southbound, 16<sup>th</sup> northbound, Industrial and 15<sup>th</sup> Street.
3. Notify occupants of the adjacent private properties in writing via certified return receipt mail at least 5 working days before performing survey work on the private properties.

4. Prepare Base Plans using computer aided drafting and the field topographic survey data (AutoCAD 2000). Plot existing utilities, right-of-ways, property lines, addresses, and site specific topographic features required for design at (H) 1"=20', (V) 1"=2' scale, plan and profile for the project streets, on City of Costa Mesa Standard Title Block Sheets.
5. Provide 1 set of Survey Base Plans (Mylar) and digital copy of survey notes, to the City of Costa Mesa.

**D. Field Engineering**

1. Perform 3 field walks with City Staff to review, locate and mark removals of damaged miscellaneous PCC improvements, such as curbs, gutters, crossgutters, driveways, trees, and sidewalk. Initial field walk with City Staff shall be scheduled prior to the field survey in order to identify and mark removals and join locations which require more detailed survey information and elevations. Secondary and final field walks shall be completed after second plan check and final submittal in order to ensure the accuracy of the plans.

**E. Geotechnical Investigation & Pavement Design (by Southern California Soil & Testing, Inc. - subconsultant)**

1. SCS&T will perform a geotechnical investigation, design pavement sections, and prepare a soils report. SCS&T will submit four copies of a draft and final pavement evaluation report including introduction, project description and recommendations.
2. Drill Four (4) borings (two per each segment): Cores will be at least 6 inches in diameter and 3 feet deep. Coring holes will be backfilled and compacted 95% with AC material immediately after obtaining soil samples.
3. SCS&T will prepare a 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. SCS&T will provide geotechnical information (including geotechnical analysis) for all 4 borings.
5. SCS&T will 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", for all 4 borings at a 3-foot depth from existing finished surface or existing grade.
  - c. Existing and optimum moisture content at a depth of two and three 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 (it is understood that the City will provide only average daily traffic volume based on 24 hours in both directions).
6. SCS&T will calculate proposed pavement structural sections (20-year design life):
  - a. Asphalt rubber hot mix (ARHM)/asphalt concrete (AC);
  - b. ARHM over AC over Cement Treated Base (CTB);
  - c. ARHM over AC over CMB; and
  - d. Proposed alternatives by SCS&T after material testing for all streets.
7. SCS&T will analyze all proposed pavement structural sections and recommend the most economical and effective section; fabric will be incorporated as necessary.
8. SCS&T will provide compaction requirements; subgrade preparation; and treatment recommendations for wet, unsuitable, and/or saturated conditions. SCS&T will provide depth and estimated quantity for needed over-excavation for incorporation into bid documents.

9. SCS&T will provide all necessary traffic control while performing fieldwork per the latest edition of the W.A.T.C.H. Manual.
10. SCS&T will obtain permits and provide protection of existing utilities: At least two working days before starting field work, SCS&T will 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. SCS&T will arrange and tabulate all soil information (existing and proposed) in table format.

**F. Potholing of Existing (City Owned) Facilities**

1. Provide potholing (by subconsultant), if needed, of existing City storm drain and traffic signal utilities at locations where conflicts are anticipated, as directed in writing by the City's Project Manager.

**G. Construction Documents**

1. Preliminary Design
  - a. Prepare 1 Preliminary Design Report showing all pavement alternatives with cost comparisons and recommendations per the geotechnical findings and report.
  - b. Meet with City to review and discuss Preliminary Design Report and obtain City approval of recommended pavement section design alternative for the Project.
  - c. Prepare 1 set of preliminary street improvement plans for the Project. The plans shall show the pavement reconstruction, parkway repair limits, PCC curb and gutter, cross gutter, driveway, sidewalk and ramp repair per ADA requirements, resetting of centerline ties and monumentation, and all required miscellaneous improvements. Includes construction notes, bid item numbers, typical sections, and 10 scale ramp, alley intersection, cross gutter and driveway details, as required.
  - d. Prepare preliminary 10 foot gridded intersection detail plans for the (4) intersections, including 16<sup>th</sup> Southbound, 16<sup>th</sup> northbound, Industrial and 15<sup>th</sup> Street.
  - e. Prepare preliminary storm drain plans and profiles for the replacement of existing CMP with RCP storm drain within the project limits. Includes 2 storm drain lines (1 in 16<sup>th</sup> and 1 in Industrial Way).
  - f. Prepare preliminary cross sections at 25 foot intervals for Old Newport Boulevard Frontage Roads within the project limits, at 1"=10'(H), 1"=1'(V) scale showing existing and proposed improvements and cross-fall gradients.
  - g. Prepare preliminary traffic signing, and striping plans as required for the Project. Signing and pavement delineation plans will be prepared as necessary on double plan sheets at a scale of 1"=40'(H) scale. The pavement delineation will show replacing all traffic stripes, markings and legends which are obliterated or disturbed during the construction process.
  - h. Prepare preliminary traffic control plans for the proposed project construction, assuming 2 phase construction, on double plan sheets at a scale of 1"=40' (H) scale.
  - i. Identify anticipated utility conflicts to determine if potholing is required. Notify the City Project Manager.
  - j. Prepare one set of preliminary specifications in City of Costa Mesa format, including all City required attachments and bid proposal.
  - k. Prepare Preliminary Opinion of Probable Cost for the Project, using Microsoft Excel.

1. **Submit 5 sets of prints of 70% improvement plans, specifications & cost estimates to City for review and comments.**
2. Final Design
  - a. Revise preliminary improvement plans and plot final improvement plans, including Title sheets, detail sheets, street & storm drain plan and profile sheets, traffic signing and striping plans, and traffic control plans.
  - b. Prepare Final Cross Sections for the project.
  - c. Prepare Final Specifications for the project.
  - d. Prepare Final Opinions of Probable Construction Cost.
  - e. **Submit 5 sets of prints of 90% Improvement plans, Specifications and Cost Estimate to City for review and comments.**
3. Construction Document Phase
  - a. Revise and plot Final Improvement Plans, Specifications and Estimate.
  - b. Send copies of final plans to utility companies requesting them to coordinate any adjustments and/or relocations with the City of Costa Mesa.
  - c. **Prepare & Submit two copies to City of Resident Engineer's File, including colored set of prints with quantity calculations, cost estimates, utility notification log, survey data, geotechnical report, and copies of all correspondence related to the project as required by the City.**
  - d. **Submit Final Improvement Plans, Specifications and Cost Estimate to City, on 22"x34" Mylar and in digital format on compact disk using AutoCAD 2000, for final approval. Specifications and estimates shall be submitted in hard copy and on compact disk using Microsoft Word and Excel 2000.**

#### H. Bidding & Construction Phase Services

1. Perform Bidding and Construction Phase coordination such as written clarification of plans and specifications, preparation of addenda, obtain any necessary permits from affected agencies (if required), preconstruction meeting attendance and other meeting attendance with City staff, other agencies and or the public as requested by the City.

#### OPTIONAL SERVICES (Available upon City request):

Caltrans PES and E76 preparation & processing  
Hydrology and Hydraulics  
Temporary Striping /Signal Plans

**EXHIBIT C**  
**FEE SCHEDULE**

December 29, 2007

City of Costa Mesa  
 Public Services  
 Engineering Division  
 77 Fair Drive, 4<sup>th</sup> Floor  
 Costa Mesa, California 92628-1200

Attention: Ms. Fariba Fazeli, P.E., Senior Civil Engineer

Subject: Fee Proposal to Provide Professional Engineering Services for the Old Newport Boulevard Reconstruction Project

Attached herewith per your request is our fee proposal per the attached Man-Hour Fee Schedule for Professional Engineering & Design Services for the subject street reconstruction project in the City of Costa Mesa. Our total lump sum fee proposal for the subject project, including subconsultant fees and the City requested Potholing contingency is as follows:

Description	Total Fee
<b>OLD NEWPORT BOULEVARD RECONSTRUCTION PROJECT                      (Frontage Road Southbound from 16<sup>th</sup> Street to Industrial Way) &amp;                      (Frontage Road Northbound from 16<sup>th</sup> Street to 15<sup>th</sup> Street</b>	
Kabbara Engineering	\$ 59,390.00
Southern California Soil & Testing Inc. (Geotechnical Subconsultants)	\$ 8,582.00
Potholing Contingency	\$ 5,000.00
<b>TOTAL LUMP SUM FEE</b>	<b>\$ 72,972.00</b>

Please note that payment of any required permit or application fees, or utility/ agency fees for research or materials, is not included herewith and will be considered to be paid by the City of Costa Mesa, and additional mobilization and office charges will be necessary if any change in management or significant extension of the project schedule occurs during the life of the contract.

Thank you for the opportunity. We look forward to working with you on this project. If you have any questions please contact me at (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,  
**KABBARA ENGINEERING**  
  
 Leah Kabbara, PE  
 PRINCIPAL ENGINEER

**EXHIBIT D**  
**PROJECT SCHEDULE**

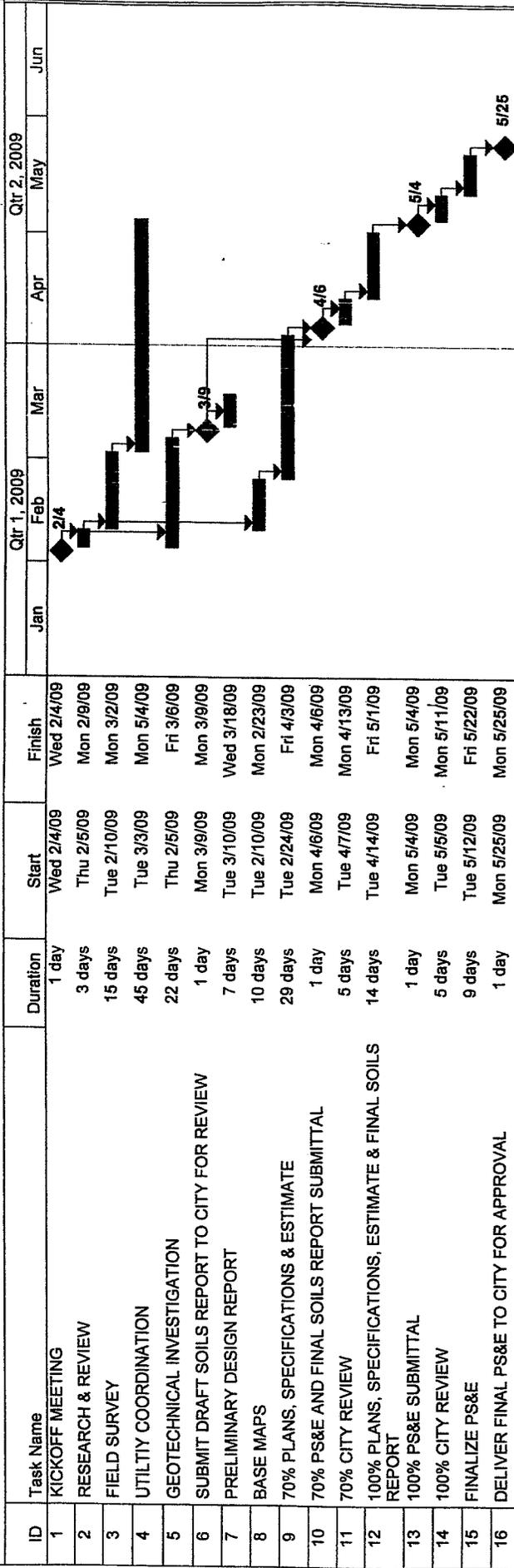
PROJECT MANAGER: FARIBA FAZELI, P.E.

**CITY OF COSTA MESA**

**NEWPORT BOULEVARD RECONSTRUCTION PROJECT**  
(Southbound from 16th Street to Industrial Way)

CONSULTANT: KABBARA ENGINEERING

**(Northbound from 16th Street to 15th Street)**



Task		Rolled Up Task		External Tasks	
Critical Task		Rolled Up Critical Task		Project Summary	
Progress		Rolled Up Milestone		Group By Summary	
Milestone		Rolled Up Progress			
Summary		Split			

NAME/ACCOUNT/BUDGET  
NEWPORT BLVD RECONSTRUCTION / \$500,000

**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**  
**CERTIFICATE OF INSURANCE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/06/09

**PRODUCER**  
HRH Professional Practice  
Insurance Brokers, Inc.  
2030 Main Street, Suite 350  
Irvine, CA 92614-7248

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Kabbara Engineering  
121 N. Harwood Street  
Orange, CA 92866

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Employers Fire Insurance Company	20648
INSURER B:	OneBeacon America Insurance Company	20621
INSURER C:	Everest National Insurance Co.	10120
INSURER D:		
INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1U36532	06/01/08	06/01/09	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COM/OP AGG	\$4,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1U36532	06/01/08	06/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4060177710001	06/01/08	06/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		<b>OTHER</b> Professional Liability	48AE003299081	08/03/08	08/03/09		\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 ALL OPERATIONS INCL BUT NOT LIMITED TO RECONSTRUCTION OF OLD NEWPORT BOULEVARD FRONTAGE ROADS. GENERAL LIABILITY: CITY OF COSTA MESA, ITS ELECTED & APPOINTED BOARDS OFFICERS AGENTS & EMPLOYEES ARE NAMED AS ADDITIONAL INSURED PER ATTACHED ENDORSEMENT.  
 (See Attached Descriptions)

**CERTIFICATE HOLDER**

CITY OF COSTA MESA  
 PUBLIC SERVICES/ENGINEERING  
 ATTN: FARIBA FAZELI P.E.  
 77 FAIR DRIVE, 4TH FLOOR  
 COSTA MESA, CA 92628-1200

**CANCELLATION Ten Day Notice for Non-Payment of Premium**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

*Com. Sim*

## **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.

**DESCRIPTIONS (Continued from Page 1)**

## Architects and Engineers Extender Additional Insured Language\*

The following policy language is from Employers Fire Insurance Company Business Owners Liability Coverage Form G15911 03 05:

Form G15911 03 05 Amends the Commercial General Liability Coverage Form:

1. The following are added to **Section II – Who is an insured:**

**a. Person or organization required by Written Contract**

Any person or organization that you agree to add as additional insured under this General Liability coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of your non-professional work for that person or organization.

However such person or organization is not an additional insured with respect to any:

- (1) "Bodily Injury", "property damage", or "personal and advertising injury" that does not arise out of:
  - (a) Your Negligence: or
  - (b) The negligence of another person or organization for whom you are liable;
- (2) "Bodily injury", "property damage" or "personal and advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement;
- (3) "Property Damage" to:
  - (a) Property owned, used or occupied by or loaned or rented to, such person or organization: or
  - (b) Property over which such person or organization is for any purpose exercising physical control:
- (4) All Professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advise, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection formation, reconstruct, repair, or in any improvement made to real property. Construction also includes the hiring, supervision or management of these activities.

However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

**Primary & Non-Contributory:** This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured.

**Per Project Aggregate:** Section III Limits of Insurance is amended by adding the following: The General Aggregate Limit under Section III-Limits of Insurance applies separately to each of "your projects" or each location listed in the location information in the common policy declarations.

**Separation of Insureds:** Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the First Named Insured, this insured applies:

- a. As if each Named insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

**Waiver of Subrogation:** Transfer of Rights of Recovery Against Other to Us in Section IV – Commercial General Liability Conditions:

However, we waive the right of recovery and proceeds we may have against any person or organization that is added as an additional insured under 1.1.a

- a. Because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" in ongoing operations include or included in the "products-completed operations hazard" and
- b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is committed; and
- c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

Named Insured: Kabbara Engineering

Policy No.: 1U36532

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/06/09

**PRODUCER**  
HRH Professional Practice  
Insurance Brokers, Inc.  
2030 Main Street, Suite 350  
Irvine, CA 92614-7248

**INSURED**  
Kabbara Engineering  
121 N. Harwood Street  
Orange, CA 92866

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A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	1U36532	06/01/08	06/01/09	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
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		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4060177710001	06/01/08	06/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
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AUTHORIZED REPRESENTATIVE

*Costa Jim*

## IMPORTANT

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However such person or organization is not an additional insured with respect to any:

- (1) "Bodily Injury", "property damage", or "personal and advertising injury" that does not arise out of:
  - (a) Your Negligence: or
  - (b) The negligence of another person or organization for whom you are liable;
- (2) "Bodily injury: "property damage" or "personal and advertising injury for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement;
- (3) "Property Damage" to:
  - (a) Property owned, used or occupied by or loaned or rented to, such person or organization: or
  - (b) Property over which such person or organization is for any purpose exercising physical control:
- (4) All Professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advise, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection formation, reconstruct, repair, or in any improvement made to real property. Construction also includes the hiring, supervision or management of these activities.

However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

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- b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is committed; and
- c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

Named Insured: Kabbara Engineering

Policy No.: 1U36532

