

**EXHIBIT B**  
**RESPONSE AND SCOPE OF SERVICES**



April 22, 2009

Mr. David Sorge  
City of Costa Mesa  
Public Services/Engineering  
77 Fair Drive, 4th Floor  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

**Subject: Proposal for Professional Services for the Design of Harbor Boulevard/ Adams Avenue Intersection Improvements**

Dear Mr. Sorge:

CNC Engineering (CNC) is pleased to submit our technical proposal to provide Professional Consulting Services for the preparation of the Precise Alignment Plan for improvement of Harbor Boulevard/Adams Avenue Intersection.

We have evaluated the scope of services provided by you in the RFP dated March 27, 2009 and visited the project site several times. CNC fully understands the scope of services and is prepared to provide the City with competent professional engineering and management services to complete this project on time and within budget.

Based on our project understanding, CNC has assembled a Project Team with recent experience on similar projects. The Team will be led by Mr. Cory Bersch, P.E. as the Project Manager. Mr. Bersch was responsible for providing a time delay study that included this intersection and is very familiar with traffic and design issues at this location.

The CNC Team is further strengthened by the addition of the following specialty firms in their respective capacities:

- Linscott, Law & Greenspan (LLG) for traffic engineering services
- The Moote Group for dry utility investigation & coordination
- Should the City opt to proceed with formal right-of-way appraisal services, CNC proposes to use the services of Mr. Guy Sipos, MAI. Mr. Sipos is based in the city of Costa Mesa and brings over 32 years of experience in the field of real estate appraisal.

This proposal will remain in effect for a period of ninety (90) days from the date of submittal. We appreciate the opportunity to submit this proposal and look forward to making this project a success.

Respectfully Submitted,  
*CNC Engineering*

A handwritten signature in black ink that reads 'Cory Bersch'.

Cory Bersch, P.E.  
Regional Vice President



**SECTION 1 PROJECT UNDERSTANDING**

The City of Costa Mesa Engineering Division is soliciting proposals for preparation of the precise horizontal alignment for the widening of the intersection of Harbor Boulevard and Adams Avenue, located approximately one mile south of the 405 Freeway. Over the last ten years, ***the city of Costa Mesa has made several upgrades to this intersection.***

***This particular intersection is used mostly by residents and commuters for access to Orange Coast College (east bound), the 405 freeway (north bound) and to residences, work and shopping opportunities from Harbor Boulevard north bound to west bound Adams Avenue leading into Huntington Beach. Aside from the 405 Freeway, Adams Avenue is one of only two east/west thoroughfares within the city limits.***

CNC prepared right-of-way engineering services for the Harbor Boulevard widening at the 405 Freeway and the Joann-Miner Alley (Alley No. 19), both of which are located about a mile from the project site as well as several other projects in the area. Based on a comprehensive review of the City's RFP dated March 27, 2009 and investigation of the site, the following is a summary of our project understanding along with several key issues in the design of the proposed improvements.

***Without another bridge connection to cross the Santa Ana River at 19th Street/ Banning Avenue or Gisler Avenue/ Garfield Avenue and as small an intersection that currently handles the east west traffic at Harbor Boulevard and Victoria Avenue, Harbor Boulevard at Adams Avenue is the most logical to upgrade as it possesses the most links to the surrounding entertainment, shopping, businesses, schools and freeway access.***

The project objective is to identify a minimum of four (4) alternatives to the Santa Ana River Crossing (SARX) Study Alternative, study the impact on private property, utilities, right-of-way requirement and construction cost for each alternative and to prepare the engineered precise alignment for the City approved alternative.

**Key Issues:**

1. The SARX recommended alternative would have a significant impact on the businesses at the southeast corner of the intersection. The acquisition of Right-of-Way could take up to eighteen (18) months or longer and the remnant parcels and buildings that would need to be demolished or reconfigured may become prohibitively expensive.

***Alternative Alignment 1:*** In lieu of relocating the easterly sidewalk along Harbor Boulevard, relocate the westerly sidewalk 22' to the west. This alternative would eliminate the need to encroach into the existing Harbor Plaza multi-story building and the impact on existing businesses would be significantly less. However, it would require reconstruction of the existing raised center median and re-striping all the southbound lanes.

***Alternative Alignment 2:*** in lieu of relocating the southerly sidewalk along Adams Avenue, relocate the northerly sidewalk. This would eliminate the need to encroach into the abandoned Hollywood Videos building. However, it may require reconstruction of an existing telephone company Controlled Environment Vault (CEV). This would be a long lead item.



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Alternative 3: Depending on the cycle length at the intersection and how it is modeled, significant impacts could be noticed in all four (4) directions and will have a negative impact on the travel time delay at those affected intersections. CNC believes widening the Harbor Boulevard/Adams Ave intersection should be studied in conjunction with options to re-route a portion of the traffic around the intersection. For example a portion of the northbound traffic on Harbor Boulevard may be re-routed at Mesa Verde Drive with simple signing.

2. The ingress/egress at the Neighborhood Shopping Center (Mesa Verde Center) on the west side of Harbor Boulevard south of Adams Ave will be greatly impacted by this project. Northbound traffic in the inside lane on Harbor Boulevard may inadvertently drive into the new left turn lane at Adams Avenue (trap lane).
3. The existing bus stop on the west side of Harbor Boulevard, north of the Mesa Verde Center driveway should be relocated to the far side of this intersection to improve the traffic operation.
4. There is conflicting turning movement at the driveway entrance to the retail center on the north side of Adams Ave just east of Royal Palm Drive. The project should consider construction of a raised center median on Adams to prevent left turn movements into and out of the driveway as part of the site traffic circulation and overall analysis of the project to individual parcels and businesses.
5. The progression analysis for Harbor Boulevard and Adams Avenue will become a break point for both directions and considerable impact to the northwest and southwest corners will be likely due to the relatively close proximity to the traffic signals that provide access to the adjacent shopping and entertainment areas.
6. As wide as this intersection will become, pedestrian impacts will be maximized due to the rate of travel and distance for elderly and handicapped citizens. CNC believed vehicular traffic rather than pedestrian traffic will control the design of the intersection. However, the most current requirements for pedestrian travel times will be used for the design of the intersection improvements.

With the exception of the no-build alternative, all alternatives have an impact on the existing striping, traffic signals, right-of-way, bus features, street lights, surrounding business, ingress and egress and on street drainage facilities. Each of these items will be addressed during the development phase of each alternative and the relative impact in terms of cost, operation and length of time to modify.

Up front due diligence on our part with the utility companies, city of Costa Mesa design staff, OCTA and determining the extent to which the street and other street appurtenances will need to be modified and the implementation of any future mitigation measures that can be installed now would make the entire project site look better and operate more efficiently in both the short term and long term.

The success of this project depends on the closest communications and partnering between the city of Costa Mesa and CNC Engineering. Our familiarity with the project site and survey controls and the City's traffic and engineering design requirements and regulations will help our team establish efficient project alternatives and eventually the preferred precise alignment.



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**PHASE I- Topographic Survey & Field Condition Assessment**

**Task 1- Meetings and Coordination**

Prior to beginning the work tasks and within ten (10) days after receipt of NTP, CNC will assemble the project team for a kickoff meeting. The team will be comprised of the city of Costa Mesa staff and CNC project staff. The purpose of this meeting will be to review the scope of services, the project schedule, refine the scope of services and to finalize any administrative details such as point-of-contact for each team member.

Thereafter, CNC Project Manager will attend semi-monthly Project Design Team (PDT) meetings to coordinate the project design. The purpose of the meetings will be to discuss design issues and possible impacts to the surrounding properties and the community. In addition, CNC anticipates attending up to four (4) coordination meetings with the City and other agencies. CNC will prepare and distribute minutes of all meetings including a list of action items and the responsible party. CNC's Project Manager will be responsible for identifying any delays or problems in the work progress. Issues beyond the control of CNC will be identified and will be reported to the City along with recommendations for solutions to bring the Project back on track.

Monthly Status Summaries will be submitted at the time of billing to show the estimated percentage of completion for each task, a summary of activities and accomplishments during the reporting period, a list of planned activities for the next reporting period and a list of issues and/or concerns that may affect the project progress. The progress summary will also note the actual date of event occurrence as work progresses and will track the progress against the project schedule, along with a written narrative. The summary will also include a copy of the utility log showing the latest history of correspondence with the affected utility purveyors and report any conflicts and requirements for utility relocations or adjustments that are recommended, even if it is not constructed as part of this project.

***Deliverables:***

Minutes of meetings with the City and other agencies related to this project

**Task 2- Data Collection and Permits**

This task will consist of obtaining copies of available parcel maps, assessor maps, record drawings, local bench marks and centerline tie sheets to locate control monuments and to reference the elevations to the closest and latest Orange County Benchmark. Design will be tied to a minimum of two existing vertical control points. The record centerline will provide the basis of stationing and construction centerline alignment.

CNC is aware of the City's requirements for field survey adjacent to or on private property. We have prepared design survey of the Canyon Community Park, Alleys No. 19, 61, 65, 80, 107 and 108 and Fairview Road for the City. All of these projects involved extensive survey on private property. CNC will comply with City requirements for notification of residents and specific items to be surveyed, including those in the RFP. Prior to entering private property,



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CNC will prepare and submit a draft right-of-entry notice of survey work to the City for review. Upon approval, CNC will prepare notices and send out to occupants by U.S. certified mail. CNC will not perform survey work on private properties until at least five (5) days after receiving certified return receipts.

CNC will also obtain a no fee permit from the City of Costa Mesa prior to starting field survey within the street right-of-way.

**Task 3- Field Survey**

CNC will provide design level cross section survey of the street at 10' intervals, at grade breaks and curb returns. Each cross section will consist of back of sidewalk or the approximate street right-of-way, top of curb, flowline, edge and lip of gutter, pavement striping, intermediate grade breaks, and existing surface culture including power poles, street lights, trees, catch basins, manholes, valves, pull boxes, signs and traffic signal loops.

Cross section survey will be extended 50' beyond the City right-of-way and 100' along the following side streets:

- Elm Avenue
- Ponderosa Street
- Royal Palm Drive
- Mesa Verde Drive
- Ponderosa Street

**See Task 7 for the final deliverables.**

**Task 4- Aerial Photography and Photogrammetric Mapping**

Limits of aerial mapping match those of the project and extend 50' beyond the street right-of-way and 100' along side streets, as noted under Task 3. This work will consist of setting a total of six (6) aerial targets based on the horizontal and vertical control information established under Task 3.

CNC will arrange to fly new aerial photography suitable to produce 1"= 40' scale mapping with 1' contours.

***Deliverables:***

- One (1) set of black and white proof prints of aerial mapping showing controls and field augmentation
- Complete Photo index with negative
- Digital data suitable for AutoCad
- Color aerial photograph, with prior City authorization



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**Task 5- Right-of-Way Boundaries**

Based on the information provided by the City of Costa Mesa, we understand the SARX recommended improvements will require full or partial land take from the following parcels:

No.	Address	APN	Apparent Ownership	Property Type
1	2750 Harbor Boulevard	APN 141-361- 22	SRS College Center	Retail/ Office
2	2790 Harbor Boulevard	APN 141-361-21	Robert DeRuff	Retail/ Office
3	2800 Harbor Boulevard	APN 141-362-07	Karahadian Ranches, Inc.	Strip Retail
4	2828 Harbor Boulevard	APN 141-362-02	Connell Properties	Auto Dealership Connell Chevrolet
5	2799 Harbor Boulevard	APN 139-361-01	C.J. Segerstrom & Sons	Neighborhood Shopping Center (Mesa Verde Center)
6	1545 Adams Avenue	APN 139-361-41	Segerstrom Center	Commercial
7	1555 Adams Avenue	APN 139-361-29	Segerstrom Center	Commercial
8	2801 Harbor Boulevard	APN 139-304-12	Ying & Vincent Fok, Inc.	Strip Retail

**Right of Way Survey**

This effort begins by obtaining a Preliminary Title Report (PTR) for each affected parcel, along with copies of all back-up and supporting documents. The supporting documents would contain information such as easements and lot line adjustments, which would be critical to any right-of-way survey. CNC will review each PTR along with the supporting documents and copies of available parcel maps, assessors' maps and other record drawings and data obtained from the City and County.

The following is a detailed description of the required tasks for right-of-way survey on this project:

- 1) Field Survey Work – Right-of-Way
  - a) Recover/re-establish all monumentation for City and private property lines/ boundaries and right-of-way within project area.
  - b) Tie controlling monuments and boundary line monuments to each other and to Orange County Surveyors (OCS) Horizontal Control Network.



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- c) Re-set and/or re-establish destroyed monumentation and monument new Right-of-Way boundaries.
- 2) Office Survey Work – Right-of-Way and Record of Survey Mapping
- a) Establish all existing City Right-of-Way boundary and document in a “Before Condition” Record of Survey Map.
  - b) Determine the exact Right-of-Way boundaries for each adjacent parcel.
  - c) Prepare legal descriptions and plats for Right of Way acquisitions.

**Deliverables:**

- All survey notes
- Parcel Boundary Maps
- Legal Description and Plats for right-of-way take for each alternative

**Task 6- Utility Investigation and Coordination**

There are various utility conflicts within the proposed improvement area. Most of these conflicts are subsurface types of facilities and are located within the street right of way. The majority of these conflicts can be resolved by grade adjustment procedures. However there are some above ground structures (SCE Vault vents, AT&T and Time Warner pedestals) that will require relocations based on the ultimate street improvement design.

There is one utility facility that should be addressed if the street improvement project is expanded to include the northerly side of Adams Avenue west of Harbor Boulevard. That structure is an AT&T fiber electronics cabinet identified as 1500 1-2 Adams Avenue. CNC has enlisted the services of the Moote Group for all **Dry Utility** coordination on this project. Meet with utility representatives. Obtain and review records of existing SCE, SCG, AT&T, Time Warner Communications, and any other communication facilities that may be present. Field the site to confirm facilities.

**A. Southern California Edison**

- 1. Identify existing facilities by size and location.
- 2. Identify facilities that are located within franchise or easement.
- 3. Identify facilities that may be in conflict with proposed improvements and must be relocated and/or can be protected in place.

**B. Southern California Gas**

- 1. Identify facilities by size, type (pressure and use) and street location.
- 2. Identify facilities that may be in conflict with proposed improvements and must be relocated and/or that can be protected in place.

**C. AT&T**

- 1. Identify facilities by size, and street location.
- 2. Identify facilities that are located within franchise or easement.
- 3. Identify facilities that may be in conflict with proposed improvements and must be relocated and/or that can be protected in place.

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**D. Time Warner Communications**

1. Identify facilities by size, and street location.
2. Identify facilities that are located within franchise or easement.
3. Identify facilities that may be in conflict with proposed improvements and must be relocated and/or that can be protected in place.

In order to identify the existing utilities, CNC proposes the following procedure:

1. CNC will access the Underground Service Alert's website and will compile a list of member agencies that own facilities within the project limits.
2. CNC will augment and/or refine the above list based on available information at the City Records Department, from field investigation and our in-house data base compiled for recent projects in the area including ***I-405/Harbor Boulevard Interchange, Joann Street Bike Trail, and the Joann-Miner Alley (Alley No. 19)***, all designed by CNC and located less than a mile from this project.
3. CNC will notify each utility purveyor, in writing, of the City's proposed plans and schedule and request copies of record drawings or atlas maps of existing and proposed facilities within the project boundary.
4. Utilities shown on the record drawings will be surface verified, and added to the base map prepared under Task 3, along with the most recent easement lines shown for each facility.
5. CNC will identify interfaces between existing facilities and future project construction, such as existing Edison manholes in the southerly sidewalk of Adams Avenue east of Harbor Boulevard, which will need to be adjusted to grade.
6. CNC will consult with the service planners and others as necessary within each utility company to resolve any conflicts.
7. CNC will keep City staff informed on all discussions with utility companies via written meeting minutes or records of telephone conversation.
8. CNC will prepare a Utility Notification Log to track utility company contacts and responses including contact information and dates of all outgoing and incoming correspondence.
9. With prior approval from the City, CNC will provide copies of the approved precise alignment plan to the utility purveyors to facilitate planning future modifications.

***Deliverables:***

- Copies of the Utility Notification Log
- Copies of correspondence with the utilities
- Copies of meeting minutes
- Copies of records of telephone conversation



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**Task 7- Mapping**

All survey point data will be electronically data collected and downloaded on our computers for preparation of the base map. Mapping will be performed using Autodesk design enhancement package. CNC will field verify the base map for accuracy and completeness and also check it against available record drawings of the roadway. The field survey data obtained in Task 3 will be incorporated with the aerial topographic mapping obtained under Task 4 to prepare a comprehensive and accurate topographic map of the project site.

Drawings will show location of control points and bearing/distance or station/offset information from the project location to the control points. The electronic files will be in AutoCAD and in full compliance with the City's Digital Submission Requirements for Street Improvement Plans.

The street right-of-way and property lines obtained under Task 5 and existing utilities and utility easements obtained under Task 6 will be added to the base map

***Deliverables:***

- 22" x 34" base plan cut sheets of plan view of the features listed in the RFP at a scale of H:1"=40'. (Estimated Number of Sheets: 3)
- Cross Sections of the existing street with the features listed above at 10' intervals at a scale of H: 1"=40' and V: 1"=4'. (Estimated Number of Sheets: 22)
- Copies of street centerline tie sheets, bench mark information and other record drawings obtained during research and data collection.

**Optional Item:**

The precise location of the proposed right-of-way may vary based on the ground profile. For example, the widening along the east side of Harbor Boulevard north of Adams will encroach into a gently sloping planter. Without any profile information, it will not be possible to determine the exact limit of encroachment or to determine the height of a retaining wall. Therefore, CNC recommends that the deliverables consist of the following:

22" x 34" base plan cut sheets of plan view of the features listed in the RFP and profiles of the top of curb on both streets at a scale of H:1"=40' and V: 1"=4'. (Estimated Number of Sheets: 5)

**PHASE II- Right-of-Way Engineering**

**Record Drawings and Documents**

This task consists of determining the required right-of-way, impacts and costs for the SARX identified improvements as well as each of the four (4) alternate improvement scenarios for the intersection Level of Service (LOS) improvement.

Existing right-of-way documentation, assessor maps, and parcel maps will have all been obtained as part of tasks 2 and 5 in Phase I. CNC will attempt to obtain copies of available



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building site plans from the City for all affected parcels. However, the mapping prepared in Phase I will show the existing improvements on each parcel.

All survey work including right-of entry will also be done as part of Phase I. Current title reports and guarantees along with tract maps obtained in Phase I will be checked against the proposed right-of-way needs.

Required right-of-way for the SARX identified improvements will encroach into the existing building at the following locations:

**Harbor Plaza Building at 2790 Harbor Boulevard-** The widening will require removal of approximately 10 feet of the existing building facing Harbor Boulevard.

**Abandoned Hollywood Videos Store at 1545 Adams Avenue-** The widening will require removal of the existing patio and stairs facing Adams Avenue.

It will be helpful to refer to copies of the improvement drawings for the existing buildings to determine whether it will still be viable for its intended purpose after these modifications. CNC will attempt to obtain copies of available record drawings of all affected structures.

**Meeting with Owners and Tenants**

CNC will meet with owners and tenants of the affected properties, present the proposed project and convey their concerns and questions to the City. CNC recommends the following materials for the meeting:

- 40-scale wall exhibits for each alternative
- Hand outs explaining the project objectives, anticipated construction duration and impact
- City contact information for inquiries from the public

CNC staff will be available to respond to questions and address their concerns as best we can. Other questions will be relayed to the City for answers.

**Right-of-Way Data**

Based on the preliminary layout of the roadway widening, CNC will prepare an estimate of the cost associated with acquisition of right-of-way. The information will be provided on right-of-way data sheets in accordance with the format and requirements of the City of Costa Mesa. The purpose of the right-of-way data sheets is to provide a basis for the probable statement of cost for acquisition of right-of-way for inclusion in the Technical Summary Report (Phase IV). The following information will be provided on the right-of-way data sheets or plats:

- General description of the right-of-way
- Total area of right-of-way acquisition
- Potential effects on the assessed value of the property



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- References to any hazardous materials found at the site based on available information from the City
- Requirements for material borrow and/or disposal sites
- Potential relinquishments and/or abandonments
- Existing and/or potential air/space sites
- Anticipated right-of-way schedule and lead time requirements

The right-of-way data sheets will clearly state the source of all the information, including all assumptions and exclusions regarding the accuracy or completeness of the drawings and cost data. The right-of-way cost will be comprised of the following elements:

1. Cost of land, compensation to the owner for damage to the business such as loss of parking space, and business Goodwill.
2. Acquisition of off-site mitigation- This is not likely to be a factor on this project.
3. Utility Relocation- This will include necessary adjustments to manhole cover of the existing sanitary sewer line behind the existing sidewalk and relocation of electrical and water facilities.
4. Relocation Assistance Plan (RAP)
5. Clearance/Demolition- This includes removal of existing improvements on the property as necessary to accommodate the widening.
6. Title and Escrow Fees
7. Project Permit Fees
8. Condemnation Costs

This proposal excludes temporary construction easements. However, it may be added to the scope of services with prior written approval of the City.

In addition to the right-of-way costs, there will be costs associated with real property services. These are costs of routine maintenance, advertising costs and utility costs. The cost of real property services associated with widening of Harbor Boulevard/Adams Avenue intersection widening will be fully investigated with this work.

Upon approval of the final alignment plan by the City, CNC will perform the necessary traverse closures and calculate the precise right-of-way acquisition area for each parcel. CNC will prepare the legal description and prepare a plat on 8-1/2" x 14" vellum in AutoCAD for the right-of-way take in accordance with the City of Costa Mesa standard layout for acquisition maps. The documents will be submitted for City review and upon approval, will provide five (5) copies of the final legal description, deed, exhibits and right-of-way map for City execution.

**Alternate Work Item- Right-of-Way Appraisal Services**

CNC Team will be available to provide real estate appraisal services at the request of the City. Our team includes the Costa Mesa based real estate appraisal services of Mr. Guy Sipos, MAI. Mr. Sipos brings over 32 years of experience in the field of real estate appraisal to our project team.



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The appraisal will be prepared with and in conformance to the Standards of Professional Practice and the Code of Professional Ethics of the Appraisal Institute. The purpose of this task is to estimate the Current Fair Market value (per California Code of Civil Procedure, Section 1263.320), Fee Simple Interest, of each subject property for a potential acquisition by the City of Costa Mesa.

This task will commence by requesting property information such as rent rolls and profit and loss (P&L) statements. CNC will meet with each affected property owner and applicable lessees to present the project and assess any issues relevant to the acquisition. The appraisal will address the value of the entire parcel, the value of the portion taken, the value of the remainder and the severance damages, if any.

CNC will prepare a narrative form appraisal report on each parcel and advise the City of any issues relative to the appraised value, cost-to-cure, severance damages and other appraisal issues. The report will include a detailed market evaluation, site description and definition of the square footage of land required, valuation basis for cost to cure and severance.

The various acquisition improvement elements pertaining to each property will be incorporated into the precise alignment plans or included in the final Technical Summary Report.

### **PHASE III- Traffic Study and Alternate Alignment Analysis**

#### **Traffic Study**

During this Phase, CNC will be supported by an experienced traffic engineering firm, Linscott, Law & Greenspan (LLG). As part of this work effort, LLG (CNC Team) will conduct an ICU and HCM intersection analysis to assess existing and future traffic conditions relative to the recommended SARX improvements and to evaluate alternate measures to improve the intersection Level of Service (LOS).

The proposed improvements at Harbor Boulevard and Adams Avenue, which are based on recommendations of the SARX study and associated MOU between OCTA and the Cities of Fountain Valley, Huntington Beach and Costa Mesa, includes the following measures:

- Third eastbound left-turn lane
- Third northbound left-turn lane
- Northbound right-turn lane
- Northbound bus turn-out

The amount of widening and right-of-way that is required to implement this improvement has not been determined. We understand that the City will require an engineering study that identifies cost of land acquisition, design, construction, etc. As such, this proposal summarizes the work tasks to address the traffic-related scope of work identified in Phase III, IV, and V of the City's RFP and will focus to the preparation of a traffic study for inclusion in the Technical Summary Report, and up to four (4) alternative alignment plans and the precise alignment plan with support from CNC for the above-mentioned street and intersection.



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The conceptual alignment plans will consider design requirements of the City of Costa Mesa and will be consistent with State of California Department of Transportation *Standard Plans and Specifications*, the current *California Manual on Uniform Traffic Control Devices (MUTCD)*.

**Project Assumptions**

This proposal assumes the following:

- The City of Costa Mesa will provide existing and future (2030) intersection traffic volumes for the intersection of Harbor Boulevard and Adams Avenue for use in the preparation of detail Level of Service (LOS) calculations.
- The Civil Engineer for this engagement will be CNC Engineering, Inc. (CNC)
- CNC will make any readily available information available to LLG. This includes all pertinent on-site and off-site improvements plans, to-scale drawings and existing aerial photographs, as-built plans, utility information and/or topographic maps, if available, inclusive of the AutoCAD base file associated with the Harbor Boulevard/Adams Avenue Widening Project. This information will be used during the Alternative Analysis and for final traffic design plans.
- The project is located within the limits of the City of Costa Mesa. The City of Costa Mesa will be the sole reviewing and approving agency.

**Scope of Work**

**Traffic Study and Alternative Alignment Analysis**

As part of this work effort, LLG will conduct an ICU and HCM intersection analysis to assess existing and future traffic conditions relative to the recommended SARX improvements and to evaluate alternate measures to improve the intersection Level of Service (LOS). In addition to the SARX identified improvements, LLG will evaluate no less than four (4) alternate improvement scenarios to improve the LOS and prepared up to four (4) alternative alignment plans. LLG will work closely with CNC and the City during the assessment of each improvement scenario and respective alignment plans.

**Task 1: Project Mobilization**

- 1.1 Contact City of Costa Mesa staff to discuss the project and analysis criteria, confirm the study approach, identify pertinent traffic issues and concerns, and formalize the Scope of Work for the traffic study.
- 1.2 Obtain existing and future (2030) peak hour intersection traffic volumes for Harbor Boulevard and Adams Avenue from the City of Costa Mesa.

**Task 2: Data Collection and Research**

- 2.1 Visit the project study area to confirm existing conditions with respect to existing site development, local area development, site access, parking use, and areas of congestion in order to verify our overall understanding of traffic conditions in the area that might affect this project.

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- 2.2 In conjunction with Task 2.1, document the existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features.

**Task 3: Traffic Evaluation and Alternative Alignment Analysis**

- 3.1 Based on the data collected in Tasks 1 and 2 above, prepare AM peak hour and PM peak hour LOS calculations at the Harbor Boulevard/Adam Avenue intersection for existing conditions and future (2030) conditions, both without and with the proposed SARX improvements using the ICU and HCM methods of analysis.

The HCM analysis will consider all appropriate input parameters to accurately model the Harbor Boulevard/Adams intersection characteristics for the AM and PM peak periods, including pedestrian crossing, vehicle queuing, roadway and lane storage geometrics, and signal operational conditions.

- 3.2 Assess the potential benefits of the SARX improvements based on the results of the peak hour intersection analyses and the City's LOS standards.
- 3.3 Based on the results of Tasks 3.1, 3.2 and 3.3, prepare the necessary ICU and HCM LOS calculations of the four (4) alternative intersection configurations that would achieve maximum LOS improvements equal to or better than the SARX improvements and prepare the necessary ICU and HCM LOS calculations.

**Task 4: Conceptual Alignment Plans**

- 4.1 In coordination with CNC, evaluate right-of-way encroachment and impact at each affected private parcel for the proposed SARX improvements and each of the four (4) alternatives. The proposal alignment plans will be carefully developed to minimize right-of-way encroachment and development impacts. For each alternative plan, LLG will:
- a. Evaluate access, circulation, parking and accessibility within affected business centers.
  - b. Quantify reductions in parking space, isle way, access, and landscape.
  - c. Determine if feasible parking reconfigurations can be provided to minimize impacts.
  - d. Work with CNC to evaluate right-of way partial and full take requirements and possible business relocations, and request CNC provide support in determining the R/W square foot and acquisition cost for each alternative.
- 4.2 Based on the results of traffic evaluation, LLG will prepare four (4) alternative improvement concept plans in addition to the SARX improvement scenario (5 plans total).

Our plans will be prepared at 40 scale (1" = 40') using AutoCAD drafting software on 22"x 34" plan sheets. Our plans will detail all existing and proposed right-of-way, sidewalks, striping, bus turnouts and right-turn lane, centerline information, etc... as well



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as private property impacts in relation of existing conditions. Special attention will be applied to potential non-standard features, turn-lane pocket lengths, median design, and accessibility.

For this work effort, we understand that CNC will provide LLG with the existing survey-street base and right-of-way information in AutoCAD format.

- 4.3 During the initial development stage and preparation of alternative alignment concepts plus the SARX improvements, the potential impact and estimated costs will be reviewed with CNC and the City. Based on impact and feasibility assessment, LLG will determine if potential improvements should (could) be phased as separate and future projects.

**Task 5: Preparation of the Traffic Study**

- 5.1 Prepare a draft traffic study in report format that details all of the above-mentioned items, our analysis, findings and conclusions. The draft report will be suitably documented with tabular, graphic and appendix materials. The draft traffic study will be submitted for your review and review by the City.
- 5.2 If necessary, update the draft report based on project team comments and City staff comments and submit a final traffic study to CNC for inclusion in the Technical Summary Report to be prepared for the project

**Task 6: Attendance at Meetings**

- 6.1 This proposal assumes preparation for and attendance by LLG at up to two (2) meetings with the project team and City staff. For fee estimating purposes, the average length of each meeting is assumed to be three (3) hours and will be attended by a Project Manager.
- 6.2 Prepare for and attend a total of two (2) public meetings/hearings to include one (1) public meeting with local residents/businesses and one (1) City Council meeting. For budgeting purposes, the average length of each public hearing/meeting is assumed to be five (5) hours and will be attended by the Project Manager.

**PHASE IV- Technical Summary Report**

CNC will present the results of the mapping, traffic analysis and conceptual design in a report format. The report will include a narrative outlining the project goals and objectives, current conditions, traffic analysis findings, opinion of probable construction, right-of-way acquisition and mitigation costs and benefits for each alternative.



## **SECTION 2 WORK PLAN**

The report will also include a summary of findings and recommendations for including exhibits and applicable cost estimates for utility relocation and/or adjustments.

The report will contain 11" x 17" color renderings of the five (5) alignment alternatives. Twenty (20) copies of the final report will be submitted to the City. CNC will also be available to present the findings of the study at one public meeting and one City Council meeting. CNC will be available to meet with the City staff prior to these meetings for preparation and presentation review.

### **PHASE V- Precise Alignment Plan**

Upon receipt of formal approval of the selected alignment alternative and authorization from the City, CNC will prepare a precise alignment plan showing the horizontal layout of the adopted alignment plan. The plan will be shown on 40'-scale 22" x 34" cut sheets and will include the curb line, right-of-way limits and the necessary horizontal control information for exact layout. The final cut sheets will be delivered to the City on Mylar along with electronic copies in AutoCAD on CD. This proposal excludes preparation of final plans, specifications and estimates (PS&E).

### **Quality Control/Quality Assurance Plan**

CNC's QA/QC Manager, Mr. Eduardo Pereira, will oversee quality control review of the work before it is submitted to the City. Mr. Pereira is a registered engineer with 28 years of experience in the design of capital improvement projects. He will be assisted in this effort by CNC's Project Manager, Mr. Cory Bersch, who will provide constructability review for each alignment alternative. Mr. Bersch brings 23 years of experience in design and construction of street improvement projects and is also a registered engineer and licensed contractor in the State of California.

The Project Manager, Mr. Cory Bersch and the Project Engineers, Mr. Sean Nazarie and Mr. James Cramsie will be responsible for continuous monitoring and checking of traffic analysis, calculations and drawings during the development of the traffic studies, conceptual alignment design, right-of-way engineering and technical report preparation. Together they bring over 65

years of combined total experience in areas of design. All draft calculations and drawings are thoroughly checked for accuracy and for compliance with design standards. Each drawing or calculation sheet is marked up with the reviewer's initials and date of review. The reviewer then discusses each comment with the designer and the mark-ups are returned to the designer and corrections made.

Upon completion of the in-house plan checking by the design team, and prior to submittal for City review, copies of all calculations and drawings are submitted to the QA/QC Manager, Mr. Pereira. He will thoroughly review the alignment plans and traffic analysis and all supporting calculations. The review comments will then be discussed between the QA team and the design team and addressed appropriately.



**SECTION 2      WORK PLAN**

CNC's successful relationship with our clients over the past 23 years of service is due in large part to our quality control program. We will provide the city of Costa Mesa with excellence in quality and responsiveness.

***Deliverables:***

- Redlined check prints of drawings and calculations, dated and initialed by the QA/QC Manager.

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



April 22, 2009

Mr. David Sorge  
City of Costa Mesa  
Public Services/Engineering  
77 Fair Drive, 4th Floor  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

**Subject: Fee Proposal for Professional Services for the Design of Harbor Boulevard/ Adams Avenue Intersection Improvements**

Dear Mr. Sorge:

CNC Engineering (CNC) is pleased to submit our fee proposal to provide professional consulting services for the preparation of the Precise Alignment Plan for improvement of Harbor Boulevard/Adams Avenue Intersection. Attachment "A" shows the hourly breakdown for performance of individual project tasks for the project. The total not to exceed fee for performance of the services as outlined in the technical proposal is as follows:

Phase I - Survey & Mapping	\$56,805.00
Phase II - R/W	\$27,860.00
Phase III - Traffic & Alignment Study	\$76,580.00
Phase IV - Technical Report	\$13,030.00
Phase V - Precise Alignment Plan	\$8,700.00
20-Scale Aerial Map w/ 0.5' Contours	\$4,650.00
30" x40" Color Aerial Photograph	\$300.00
<b>Total Not To Exceed Amount</b>	<b>\$187,925.00</b>
<b>Optional item</b>	
R/W Appraisal	\$34,240.00

This proposal is valid for a period of ninety (90) days from the date of submittal. We appreciate the opportunity to submit our proposal and look forward to working with you on this important project.

Respectfully Submitted,

*CNC Engineering*

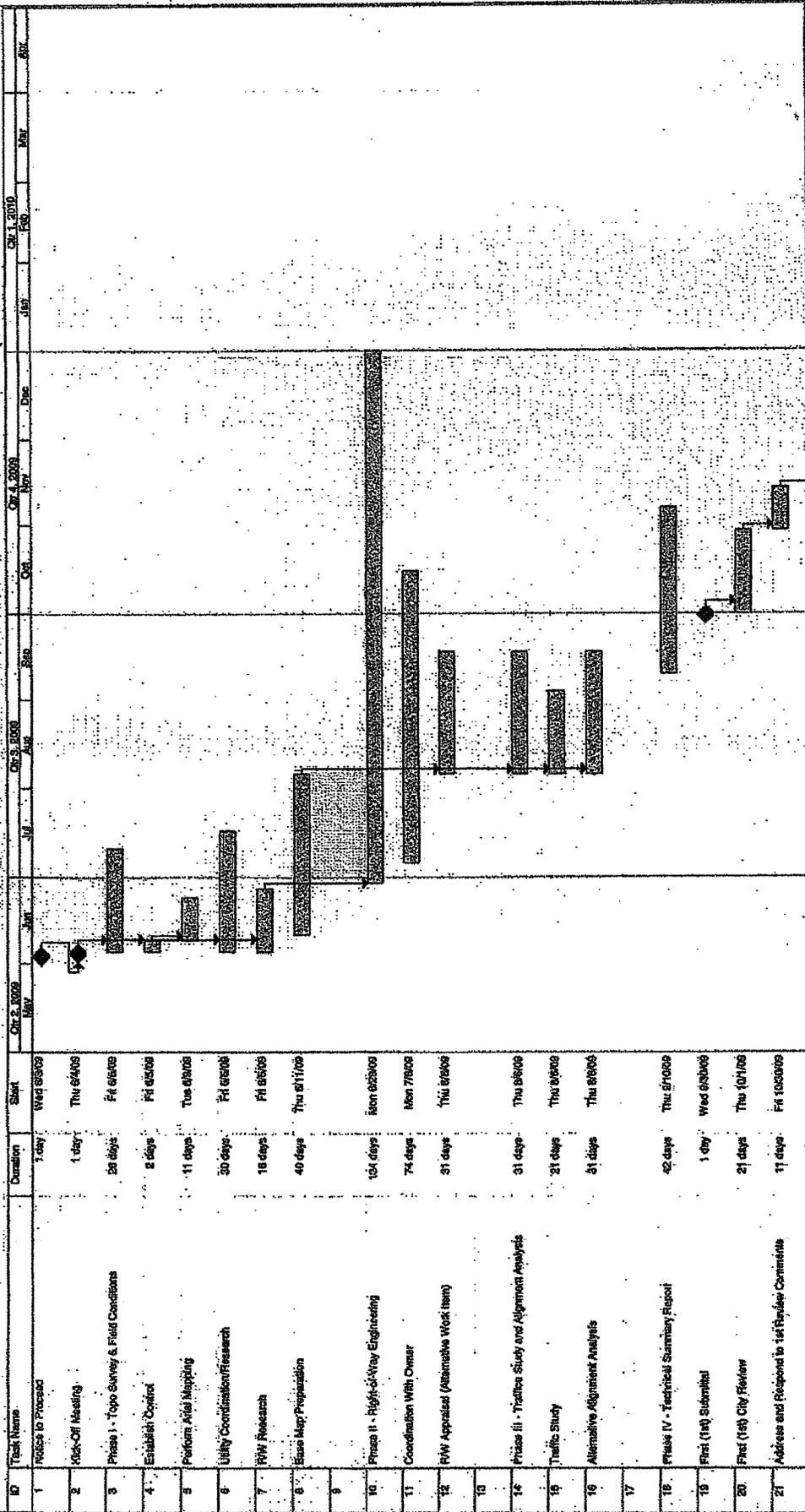
A handwritten signature in black ink that reads 'Cory Bersch'.

Cory Bersch, P.E.  
Regional Vice President

Attachment

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

**PROJECT SCHEDULE FOR HARBOR BOULEVARD/ADAMS AVENUE IMPROVEMENTS  
CITY OF COSTA MESA, CALIFORNIA**



Project: Harbor Blvd/Adams Ave  
Date: Wed 5/13/09

Task  
Split

Progress  
Milestone

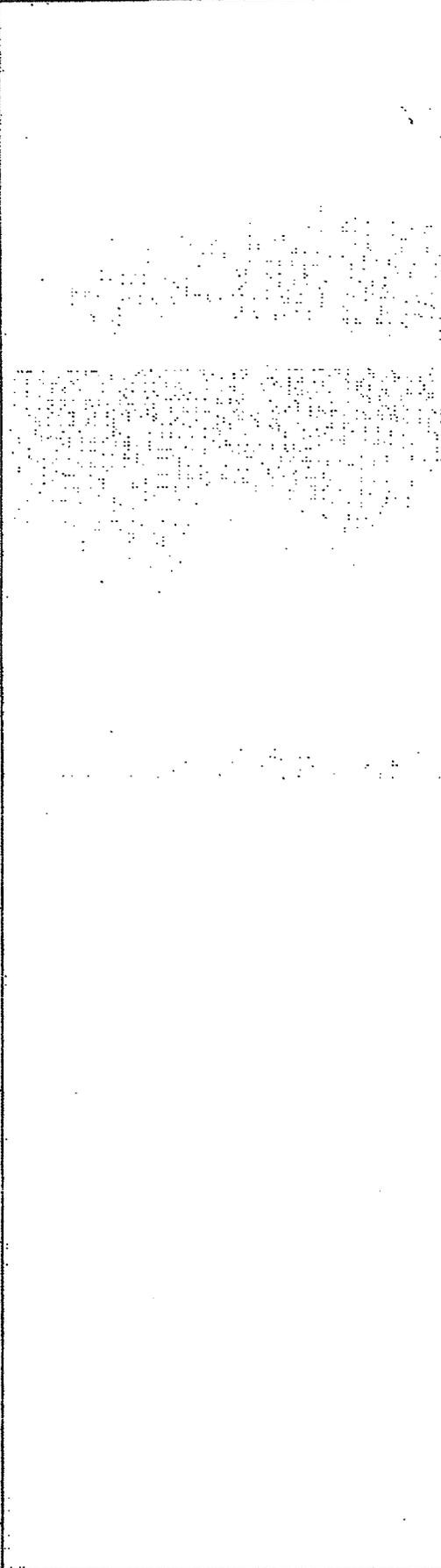
Summary  
Project Summary

External Tasks  
External Milestones

Delete

**PROJECT SCHEDULE FOR HARBOR BOULEVARD/ADAMS AVENUE IMPROVEMENTS  
CITY OF COSTA MESA, CALIFORNIA**

ID	Task Name	Duration	Start	End								
22	Second (2nd) Submittal	1 day	Mon 11/17/09									
23	Second (2nd) CNG Review	11 days	Tue 11/17/09									
24	Address and Respond to 2nd Review Comments	6 days	Wed 12/2/09									
25	Final Report	1 day	Thu 12/10/09									
26												
27	Phase V - Perce Alignment Plan	37 days	Tue 11/17/09									
28	Final (1st) PA Submittal	1 day	Tue 12/8/09									
29	City PA Review	11 days	Wed 12/9/09									
30	Address and Respond to PA Review Comments	9 days	Thu 12/10/09									
31	Final Plan Submittal	1 day	Wed 1/6/10									



Task: Harbor Blvd/Adams Ave  
 Case: Wed 8/13/09

Progress: [Progress Bar] Milestone: [Milestone Bar]

Summary: [Summary Bar] Project Summary: [Project Summary Bar]

External Tasks: [External Tasks Bar] External Milestones: [External Milestones Bar]

Design: [Design Bar]

17

**EXHIBIT E**

**CITY COUNCIL POLICY 100-5**

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

**BACKGROUND**

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

**PURPOSE**

It is the purpose of this Policy to:

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

**POLICY**

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

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

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

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

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

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

**EXHIBIT F**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)

5/13/2009

Producer

Wood Gutmann & Bogart Insurance Brokers  
15901 Red Hill Ave., Suite 100  
Tustin, CA 92780

714 505.7000 License No. 0679263  
www.wgblb.com

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.

**INSURERS AFFORDING COVERAGE**

INSURER A	Peerless Insurance Company A XV
INSURER B	Insurance Company of the West A IX
INSURER C	Endurance American Specialty Ins. A XV
INSURER D	
INSURER E	

Insured

CNC Engineering Inc.  
1 Corporate Park Ste. 101  
Irvine CA 92606

**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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CBP9599149	5/25/2008	5/25/2009	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> \$500 Comp Ded <input checked="" type="checkbox"/> \$500 Coll Ded	CBP9599149	5/25/2008	5/25/2009	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CU9599349	5/25/2008	5/25/2009	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	WSD 2159104 01	1/1/2009	1/1/2010	<input checked="" type="checkbox"/> STATUTORY LIMIT   <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.	PPL10000489600	5/25/2008	5/25/2009	Each Claim \$1,000,000
A	Equip Fltr	CBP9599149	5/25/2008	5/25/2009	Agg \$5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are named as additional insureds per attached CG20101001 & CG20371001. Primary wording applies per attached CG00011001.  
Re: Engineering Services for Harbor Boulevard/Adams Avenue Improvements

**CERTIFICATE HOLDER**

Attn: Engineering Services for Harbor Boulevard/Adams Avenue Improvements

City of Costa Mesa  
Attn: David Sorge  
Public Services/ Engineering  
77 Fair Drive  
Costa Mesa CA 92626

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. \* 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

James E. Gutmann

ACORD 25-5 (7/97)

© ACORD CORPORATION 1988

## IMPORTANT

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

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

## DISCLAIMER

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

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

#### 4. Other Insurance

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

##### a. Primary Insurance

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

##### b. Excess Insurance

This insurance is excess over:

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

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

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

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

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

##### c. Method Of Sharing

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

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

#### 5. Premium Audit

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization</b>	City of Costa Mesa Attn: David Sorge Public Services/ Engineering  77 Fair Drive Costa Mesa  CA 92626
<b>Location And Description of Completed Operations:</b> The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are named as additional insureds per attached CG20101001 & CG20371001 . Primary wording applies per attached CG00011001. Re: Engineering Services for Harbor Boulevard/Adams Avenue Improvements	
<b>Additional Premium:</b>	

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

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization:</b>	City of Costa Mesa Attn: David Sorge Public Services/ Engineering
	77 Fair Drive Costa Mesa
	CA 92626

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

- A. **Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

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

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

## PROFESSIONAL SERVICES AGREEMENT REQUEST

**From:** David Sorge, Project Manager

**Date:** May 14, 2009

**Dept./Div:** Public Services/Transportation

**Tel:** (714) 754-5183

<b>Nature of services being provided:</b> Engineering Design Services	
<b>Name of vendor:</b> CNC	
<b>Type of entity (e.g., corporation, partnership, individual):</b> Corporation	
<b>Total amount of contract:</b> \$ <del>182,225</del> 187,925	
<b>Term:</b> 18 months	<b>From:</b> 6/03/09 <b>To:</b> 12/31/10
<b>Name of Vendor representative:</b> Cory Bersch, Regional Vice President	
<b>Company</b>	CNC
<b>Address</b>	1 Corporate Park, Suite 101
	Irvine, CA 92606-3110
<b>Telephone</b>	(949) 863-0588
<b>Fax</b>	(949) 863-0589
<b>Name of City representative:</b> David Sorge	
<b>Set for City Council meeting on:</b> 6/2/2009	<b>Council approval not required:</b>
<b>Attachments:</b>	
<input type="checkbox"/>	Request for Proposal
<input type="checkbox"/>	No Request for Proposal was issued.
<input checked="" type="checkbox"/>	Response to Request for Proposal/Scope of Services
<input checked="" type="checkbox"/>	Fee Schedule
<input checked="" type="checkbox"/>	Project Schedule
<input checked="" type="checkbox"/>	Certificates of Insurance (Required)
	Errors and Omissions insurance not required. Risk Mgt. Approval obtained.
	Other information pertinent to the Agreement, such as changes to insurance or any other provision of this agreement.