

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING DESIGN SERVICES**

THIS AGREEMENT is made and entered into this 5th day of January, 2010 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and CNC ENGINEERING, INC., a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant provide engineering services to develop streetscape improvements at the terminus of the SR-55 Freeway north of 19th Street 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 Ninety-Seven Thousand Sixty-Nine Dollars (\$97,069.00).

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 eighteen (18) months, ending on June 30, 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:

CNC Engineering, Inc.
1 Corporate Park, Suite 101
Irvine, CA 92606-3110
Tel: 949-863-0588
Fax: 949-863-0589
Attn: Clement Calvillo

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5291
Fax: 714-754-5028
Attn: Bat Mejia

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. 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.

6.23. 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.

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

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

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

CNC ENGINEERING, INC.

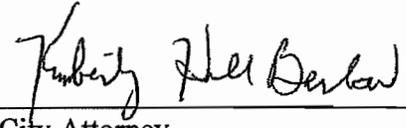
Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



City Attorney

Date: 11/25/09

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL

October 6, 2009

{consultant}

**SUBJECT: REQUEST FOR PROPOSALS - ENGINEERING SERVICES FOR THE
SR-55 DOWNTOWN GATEWAY PROJECT**

Dear Consultant:

The City of Costa Mesa is requesting proposals for professional engineering services to develop streetscape improvements at the terminus of the SR-55 Freeway north of 19th Street. The scope of services generally consists of providing enhanced landscaping, an entry monument sign and a barrier along the center median of SR-55 north of 19th Street as illustrated by attached Exhibit "A." The project is structured in the five following phases:

- Phase 1: Existing plan review, survey and preliminary design
- Phase 2: Preliminary Environmental Study (PES) documents
- Phase 3: Final Design and process through Caltrans Permits
- Phase 4: E-76 authorization to initiate construction

BACKGROUND

The project area is located along a quarter mile segment at the terminus of the SR-55 Freeway north of 19th Street, within the center median. The SR-55 Freeway carries over 100,000 vehicles daily and is owned and maintained by Caltrans. The subject area currently lacks landscaping of any quality, and temporary and damaged K-rail align the length. A number of requests have been received over the years to upgrade this center median area, which is in essence the gateway to Costa Mesa's Downtown.

In February 2008 the Orange County Transportation Authority awarded the City \$500,000 in Transportation Enhancement (TE) funds, covering 69% of project costs, for design and construction of streetscape enhancements along this segment. Based on the funding source, all Federal and State requirements shall be clearly understood and addressed by the consultant during the course of work.

SCOPE OF SERVICES

The project scope includes the complete enhancement of landscaping and irrigation, replacing the damaged concrete K-rail with a new decorative barrier, a decorative pavement band along portions of the perimeter of new landscaping, and construction of an entry monument sign. Two

types of palms are recommended, the Mexican Fan Palm matching that recently installed along Newport Boulevard and Date Palms. Additionally, California Fan Palms exist in the project area and will be considered for incorporation. The proposed plant palette consists of drought tolerant material including two species of flowering shrubs, Dwarf Plumbago and Indian Hawthorne, and two species of ground cover, Hottentog Fig and Gazania. However, the consultant shall propose an appropriate plant scheme considering the Caltrans and Federal list of invasive species. An upscale entry monument sign is proposed to showcase the approach to Newport Boulevard, designed along an architectural style adopted for the Downtown business district. Additional lighting or other amenities may be included as enhancement measures. The noted improvements are conceptually shown by Exhibit A, it is the consultant's primary task with this design project to beautify and showcase the area to serve as the intended "gateway" to Costa Mesa's Downtown.

The subject scope of services is intended as a "Turnkey" project to maintain a responsible and comprehensive base for all project development. Tasks shall be coordinated to effectively develop interrelated project elements; the project shall not be advanced until preliminary requirements are addressed and clear direction established. The consultant shall have total responsibility for the accuracy and completeness of all work and services.

The following description of work defines the general project requirements. Associated tasks and provisions not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee.

PHASE I – Topographic Survey, Field Condition Assessment & Preliminary Design

This phase consists of defining the physical conditions and utilities within the project area, the preparation of preliminary design plans and establishing the design features proposed. Work shall include the following:

1. Meet with City and Caltrans staff to define and clarify the work plan and project elements.
2. Obtain an Encroachment Caltrans permit and review existing plans and materials.
3. Perform topographic survey extending through the project area to establish horizontal and vertical controls at 10' intervals. Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout project limits. Reference elevations to the closest and latest Orange County Benchmark (OCBM).
4. Research and establish precise location of all utilities and utility easements. Coordinate with all utility companies to determine underground, surface, and overhead facilities. Comply with the City adopted "Utility Coordination Procedures." Determine where interfaces with existing facilities will occur as a result of the future construction of this project. Consult with affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation.
5. Plot the detailed survey notes and electronic mapping files at 40 scale via CAD on 22" X 34" sheets identifying all existing conditions. Physical features shall include BCR, ECR, flow-lines, centerlines, angle points, top of curb, spandrels, pavement striping, utilities, structures, walls, trees and landscape, underground and surface utilities, poles, hydrants, catch basins, signs, valves, manholes, and all other physical features.
6. Preliminary design work shall include establishing the extent of improvements and associated infrastructure support systems for the proposed barrier wall, entry monument sign,

landscape and irrigation, and other recommended enhancement elements. The preparation of cost estimates shall be included.

PHASE II - Environmental Study

The consultant shall prepare a Preliminary Environmental Studies (PES) document analyzing and describing environmental impacts and mitigations of the proposed project, meeting CEQA and NEPA requirements. City of Costa Mesa is the CEQA lead agency, while Caltrans is the NEPA Lead Agency and a CEQA Responsible Agency. Caltrans will review and approve all environmental documents. All associated work required to receive environmental compliance shall be included within the subject scope of services, including preparation of the Field Review form, Aerial Deposited Led (ADL) study, preliminary engineering plans, copying, distribution/ mailing of notices, various environmental studies; conducting various meetings with staff, and providing all materials and services as necessary. The consultant shall submit copies of the environmental document, associated technical reports and other materials for the City and Caltrans review, and address all elements to achieve Caltrans environmental clearance.

PHASE III - Plans, Specifications & Estimates

The consultant shall not proceed with Phase III until written notice is received from the City to commence final design work. Upon certification of the Environmental Study and written notice from the City, the consultant shall prepare final plans and specifications necessary to construct the project. The consultant shall meet twice a month with City and Caltrans staff to discuss the various design elements. This task includes, but not limited to the following:

- A. Construction Documents** - Prepare design plans and profiles at 1" = 20' scale on standard 22" x 34" mylar. Microstation shall be utilized per Caltrans standards, and documents shall be converted to CAD for City use. Complete plans on mylar per the City and Caltrans' standards. Plan and profile will be required for the existing and proposed elevations. Plans are to be fully detailed to advertise and construct the project. Design shall include roadway, curb/gutter, sidewalk, and drainage improvements, streetlights, landscaping and irrigation, barrier, retaining and planter walls, modification of traffic signals, signing and striping plans, and traffic control & detour plans, etc. Fact Sheets shall be prepared as required by Caltrans. Work shall include:
1. Utilities - Perform all necessary research to establish precise location of all utilities and utility easements. Coordinate with all utility companies to determine the nature and location of all possible relocations and associated costs. Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing, including the possibility of undergrounding utilities presently on poles along the project area. Comply with Caltrans "Manual on High and Low Risk Underground Facilities Within Highway Rights-of-Way".
 2. Geotechnical/Materials report - Obtain, analyze, and document geologic and engineering data averaging five feet in depth for 4 locations determined by the Engineer, and develop R-value and design recommendations. Determine estimated range and degree of soil contamination if encountered. The City shall review and approve the location of borings and final pavement section recommendations. Identify properties (index properties, R-

Value, Corrosivity, Expansion Index, Deflection, etc.) sub-grade preparation for wet and/or saturated conditions, identify recommendations for treatment. Provide boring logs and maps showing dimensions of cores and horizontal distances from identifiable roadway points. The Geotechnical report shall include:

- Review of readily available background materials, including published geologic maps and literature, in-house information, and stereoscopic aerial photographs. Consultant shall also review preliminary project plans, as-built project plans and specifications, log of test boring sheets, and existing structure foundation reports provided by Caltrans and other agencies, if available.
 - Performance of a geotechnical site reconnaissance to observe the geotechnical conditions along the alignment.
 - Data compilation and geotechnical analysis of the data obtained from the data review and site reconnaissance.
 - Preparation of a Geotechnical Report in accordance with Caltrans requirements presenting the results of the data review and findings, conclusions and recommendations relative to the geotechnical aspects of the project's design and construction.
3. Hydrologic/hydraulic Report – Analyze hydrologic/hydraulic conditions, develop details for standard longitudinal and cross fall drainage, and document findings and design calculations.
 4. Prepare a Water Pollution Control Plan meeting Caltrans criteria.
 5. Prepare Electrical Plans for irrigation, lighting, and entry monument signs as required.
 6. Entry Monument Sign – The architectural style of the proposed entry monument sign shall be specially developed to artistically complement the area and highlight the “gateway” project objective. Four monument sign alternatives shall be prepared and refined at the direction of the City during the preliminary engineering and initial design stage. Work shall comply with Caltrans Guidelines for Gateway Monuments and Director's Policy 22, Context Sensitive Solutions.
 7. Barrier Wall – Work shall conform with Caltrans California Highway Barrier Aesthetics Report, 2002, and meet Caltrans constructability and maintainability standards. Four alternatives shall be prepared relative to textures, patterns, and graphics; design reviews shall be coordinated concurrent with Entry Monument Sign development.
 8. Consistent with City and Caltrans direction, detailed landscape and irrigation plans shall be prepared to establish intended enhancements.
 9. Prepare final cross sections at 50' intervals, indicating vertical and horizontal cross falls, elevations, analysis of super elevations/highway design speed calculations, effect to private property, etc., conforming to City and Caltrans standards. Detailed and complete cross sections shall be submitted with the first plan check.

10. Traffic control plans are required and must provide continuous driveway and pedestrian access at all times during the construction phase of the project. Traffic control plans shall identify each construction stage and sequence, provide adequate details on alternate detour routes, developed to minimize impacts to adjacent businesses and traffic. It is intended that all travel lanes remain open during daytime hours, and that existing on-street parking remain functional along the eastside of Newport Boulevard during all open business hours. All work requiring lane closures shall be implemented at night.
11. Complete project contract documents and special provisions in a format consistent with current City projects and in conformance with State and Federal guidelines. A copy of the construction contract agreement will be furnished by the City.
12. The Consultant will be requested to review and approve addenda and provide clarification to plans and specifications. Consultant shall attend the pre-construction meeting, and shall be available for consultation and assistance during construction of the project to clarify or explain items relating to the design.
13. For budgeting purposes, submit to the City preliminary construction estimates and a monthly update of the estimates as design work progresses. Prepare final detailed construction quantity and cost estimate.
14. Obtain final design approval from the City and Caltrans, and comply with all applicable requirements.
15. Submit PS&E to Caltrans' Permits, obtain permit, and comply with all required Caltrans' requirements; including the preparation of fact sheets, hydrology and hydraulic calculations, a permit engineering evaluation report (PEER), a Water Pollution Control Plan, and any associated task to receive Caltrans' permit authorization, as required.
16. Prepare and submit two Resident Engineers files, containing at a minimum, final construction quantities and cost estimates with background calculation work sheets; soil and hydrology reports; survey data; Caltrans permit material and relative information.
17. Attend two public meeting to present the project via a power point presentation.
18. The selected consultant shall include all additional items necessary to achieve completion and approval of the final design plans and specifications.

PHASE IV – Caltrans Construction Authorization forms

The consultant shall be responsible for preparing all Federal forms including the Request for Authorization to Proceed with Construction, PS&E Certification, and the subject PS&E package to Caltrans Local Programs. The consultant shall efficiently address all project components as required to obtain State and Federal E-76 Certification.

Quality Assurance/Quality Control - Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records shall be

maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

Project Design meetings shall be held twice a month. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CMP) network, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. A copy of the CMP software program and monthly updates shall be furnished to the City Project Manager.

Content of Proposal

It is requested that the following be submitted with your proposal:

1. Project Understanding - provide a brief review of the project and any suggestions you might have to expedite the project or special concerns of which the City should be advised.
2. Work Plan – define the project approach, team assignments, and products.
3. Schedule – provide a detailed schedule indicating stages of work and time frames.
4. An organization chart and staffing plan identifying personnel on this project, a brief resume on each individual (two pages max per person) and recent projects on which they have worked of similar type. Identify the project manager with a detailed resume, and the individual authorized to negotiate the contract on behalf of the consulting firm.
5. A listing of similar street improvement projects that your firm has completed within the last five years. Information should include a description of work, year completed, cost, and agency/client name along with the agency contact person.
6. Comply with Professional Services Agreement requirements (see attached PSA).
7. Submittal of **three (3)** duplicate proposals.

Fee Schedule

The professional services contract will not be awarded based upon competitive bidding, and it is desired that fees be submitted separately. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to-exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees. It is requested that the fee, including all meetings, reproduction, materials, mailings and associated project expenses, be itemized under the following phases:

- Phase 1: Existing plan review, survey and preliminary design
- Phase 2: Preliminary Environmental Study (PES) documents
- Phase 3: Final Design and process through Caltrans Permits
- Phase 4: E-76 authorization to initiate construction
- Total Not To Exceed Price - \$ _____**

NOTE: All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of design. Ten percent (10%) of the total contract fee will be withheld until the final PS&E, Resident Engineers File, and all project documents are submitted in acceptable form to the City.

Contract Changes

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior** to commencement of actual change in work. No fee adjustment will be allowed unless said **prior** approval is authorized exclusively **in writing** by the City, without exception.

Right to Reject all Proposals

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 request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by 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 that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this request for proposals shall become the property of the City.

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in submitting a proposal for this project, please forward to the City of Costa Mesa, Transportation Services Division, 4th floor City Hall, **on or before 5:00 p.m. October 28, 2009**. If additional information is required, please contact me at (714) 754-5183, or email at: ddsorge@ci.costa-mesa.ca.us.

Sincerely,

DAVID SORGE
PROJECT MANAGER

Attachments: 1. Exhibit "A" - Project Area & Concept Improvements
 2. City Standard Agreement and Certificate of Insurance Forms

c: Peter Naghavi, Director, Department of Public Services
 Ernesto Munoz, City Engineer
 Raja Sethuraman, Manager, Transportation Services



SECTION 2 WORK PLAN

PHASE I - Existing Plan Review, Topographic Survey and Preliminary Design

Task 1- Meetings and Coordination

Prior to beginning the work tasks and within five (5) 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, including Caltrans and OCTA. 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 update the project schedule by tracking 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.

Additionally, CNC Project Manager and CNC Team Landscape Architect will attend up to two (2) public meetings to present the project via a power point presentation and will be available to respond to any technical questions relevant to the 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.



SECTION 2 WORK PLAN

CNC will also obtain an encroachment permit from Caltrans prior to starting field survey within the roadway right-of-way. ***This proposal assumes the City will issue a letter authorizing CNC to apply for a permit on behalf of the City.*** This would avoid payment of a permit fee to Caltrans.

This Phase also includes preparation and submittal of a Permit Engineering Evaluation Report (PEER) for approval by Caltrans. PEER will be prepared in accordance with the guidelines in Caltrans Project Development Procedures Manual (PDPM) and the Encroachment Permits Manual (EPM).

Task 3- Field Survey

CNC will provide design level cross section survey of the median from edge of travel way to edge of travel way and along the northbound roadside from the edge of travel way to the chain link fence or retaining wall at 10' intervals and at grade breaks. Each cross section will consist of the approximate roadway right-of-way, top of curb, edge line striping, intermediate grade breaks, and existing surface culture including trees, manholes, valves, pull boxes, signs and traffic signal loops.

See Task 5 for the final deliverables.

Task 4- Utility Investigation and Coordination

The existing roadway light standards within the median just north of 19th Street and along the northbound lanes just north of the gore area as well as the illuminated overhead signs across the roadway are fed by underground power lines. Field reconnaissance also revealed several water valves and other surface utilities within the project limits. 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 ***Harbor Blvd/ Adams Ave Intersection Improvement, I-405/Harbor Boulevard Interchange, Joann Street Bike Trail, and the Joann-Miner Alley (Alley No. 19)***, all designed by CNC and located approximately 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 5, along with the most recent easement lines shown for each facility.



SECTION 2 WORK PLAN

5. CNC will consult with the service planners and others as necessary within each utility company to resolve any conflicts.
6. CNC will keep City staff informed on all discussions with utility companies via written meeting minutes or records of telephone conversation.
7. 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.
8. With prior approval from the City, CNC will provide copies of the preliminary plans 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

Task 5- Mapping

All survey data will be electronically 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.

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.

Existing roadway right-of-way and property lines will be obtained from available record drawings at Caltrans, the City and the County and shown on the base map. Existing utilities and utility easements will be obtained as described in Task 4 and 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"=20'. (Estimated Number of Sheets: 3)
- Copies of street centerline tie sheets, bench mark information and other record drawings obtained during research and data collection.

Task 6- Preliminary Design & Cost Statements

Upon completion of Phase I, CNC will prepare a minimum of four (4) design alternatives and renderings for the Entry Monument Sign (Sign) and median Barrier Walls (Barriers). Design of the Sign will strive to highlight the "Gateway" project objective and comply with Caltrans'



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Encroachment Permits Manual and Director's policy 22 for **Context Sensitive Solutions**. CNC will work closely with the District 12 Gateway Monument Coordinator.

CNC prepared the construction documents for twelve (12) entry monument signs and twenty four (24) pole mounted entry signs for the City of Costa Mesa. CNC also recently prepared the design for monument signs for the Joann Street Bike Trail.

Design of the Barriers will also strive to highlight the "Gateway" project objective and comply with Caltrans' Highway Barrier Aesthetics Report, 2002, and meet Caltrans constructability and maintainability standards.

CNC will also prepare the preliminary planting plans for landscape improvements within the median and roadside.

Please refer to key issues for several key design considerations that are germane to this work.

Work during this phase will also include preliminary geometric design of the Barriers for each alternative, if necessary, and horizontal controls for the location of the Sign.

CNC will utilize the cut sheets prepared under Task 5 to prepare preliminary construction drawings.

PHASE II - Environmental Study

We understand in February 2008, the Orange County Transportation Authority (OCTA) awarded the City \$500,000 in Transportation Enhancement (TE) funds. Prior to receipt of authorization from Federal Highway Transportation Administration (FHWA) for construction funding, City must first prepare and process a Preliminary Environmental Study (PES) for Caltrans approval. Upon receipt of an approved PES and Categorical Exclusion (CE), City will be eligible to submit a formal request for authorization of construction funding for review and approval by Caltrans District 12 and Headquarters, California Transportation Commission (CTC) and ultimately FHWA.

This section of the proposal defines the scope of work for preparation of the PES and supplemental environmental analysis for this project.

PROJECT APPROACH

CNC Team (Ultrasystems) will prepare a Caltrans Preliminary Environmental Study (PES) pursuant to Caltrans' Local Assistance Program Guidelines. Additionally, CNC Team will complete the Categorical Exemption/Categorical Exclusion Determination Form. An Aerially Deposited Lead (ADL) Study will also be conducted. For the purposes of this proposal, it is assumed that that PES will conclude that a Categorical Exemption/Categorical Exclusion is the appropriate National Environmental Policy Act (NEPA) environmental document for this project.

EXHIBIT B

RESPONSE AND SCOPE OF SERVICES



SECTION 2 WORK PLAN

SCOPE OF SERVICE (CEQA/NEPA)

The work program below represents a comprehensive approach to preparation of the project's environmental documentation and associated activities required to demonstrate full compliance with Caltrans CEQA/NEPA requirements. At all stages, CNC Team will advise the City concerning the noteworthy environmental issues and will ensure that all work performed is in accordance with applicable City and Caltrans requirements.

MAJOR TASK 1.0: PROJECT INITIATION

ENVIRONMENTAL DOCUMENTATION – CALTRANS CEQA/NEPA COMPLIANCE

MAJOR TASK 1.0: PREPARE PRELIMINARY ENVIRONMENTAL STUDY (PES)

The PES will be completed in accordance with the *Local Assistance Procedures Manual*, particularly Chapter 6 *Environmental Procedures* (updated May 30, 2008). This update was to revise the PES form and the instructions for completing the PES form per the National Environmental Policy Act (NEPA) Delegation. In August 2005, President Bush signed into law a federal transportation reauthorization bill called the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)*. Two sections of the law allow Caltrans to assume the FHWA's responsibilities under NEPA and other federal environmental laws such as the Endangered Species Act and Section 106 of the National Historic Preservation Act. These programs offer the opportunity to test a streamlined environmental process. Caltrans is the federal agency for those projects where it assumes FHWA's environmental responsibilities.

Task 1.1: Prepare PES. The purpose of PES is to determine the potential presence of sensitive environmental resources within the project area. We note that while the preliminary environmental study process was developed for federal-aid local assistance projects "OFF" the State Highway System (SHS), this project is "ON" the SHS. The CEQA Lead Agency status has been delegated to the City, with Caltrans being the CEQA Responsible Agency as well as the Federal Lead Agency. After review of the PES, Caltrans will determine whether any investigative studies and/or environmental technical reports will be needed to support the NEPA Categorical Exclusion (NEPA-CE) and CEQA Categorical Exemption (CE). Therefore, if the preparation of additional studies is requested by Caltrans, they may be negotiated and performed by CNC Team under a separate work order or contract. Any required CEQA documentation other than special studies shall be prepared by CNC as described in Task 1.2, under the base scope of services. CNC will also be available to provide technical input to the City and Caltrans to assist in coordination of any required reviews and approvals regarding the CE/CE.

A PES Form is provided as Exhibit 6-A, "Preliminary Environmental Study (PES) Form." Instructions for completing the PES Form are provided in Exhibit 6-B, "Instructions for Completing the Preliminary Environmental Studies (PES) Form." CNC Team technical staff will strictly adhere to the instructions provided in Exhibit 6-B to minimize any comments or questions



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from Caltrans' review staff. CNC Team has prepared numerous Caltrans PES Forms for projects of similar scope and size throughout the southern California area. CNC Team will prepare and submit a screencheck Draft PES to the City for its review and comments. Upon receipt of comments from the City, we will revise the screencheck Draft PES accordingly.

Task 1.2: Determine Applicability of Categorical Exemption/Categorical Exclusion. Based on the findings of the PES, CNC Team will determine whether the NEPA (Programmatic Categorical Exemption or Categorical Exclusion) environmental documents would be applicable for the proposed project improvements. For the purposes of this proposal, it is expected that the proposed project would qualify for Categorical Exclusion under 23 CFR 771.117 (A)(7), which provides for landscaping and (A)(8), which provides for installation of fencing, signs, pavement markings where no substantial land acquisitions or traffic disruption will occur.

For the Caltrans CEQA determination, it is expected that the proposed project would qualify for Categorical Exemption Class 4(b) which provides for minor public alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees including new landscaping, including the replacement of existing conventional landscaping with water efficient landscaping and Class 1(c) which provides for minor alteration of existing facilities involving negligible or no expansion of use of existing highways or streets.

ENVIRONMENTAL DOCUMENTATION – AERIALY DEPOSITED LEAD STUDY

Lead is typically found in soils along major highways and interstates at concentrations above natural background due to the historic use of leaded fuels, and the lead being emitted as a component of the exhaust from automobiles. ADL tends to decrease with distance from the roadway and with depth of the soil profile.

For the purposes of sampling to assess ADL concentrations in soils that may be disturbed during the proposed enhancement of landscaping and irrigation, and the construction of an entry monument sign and a barrier along the center median of SR-55 north of 19th Street, ADL in soils will be classified as follows:

1. Total lead concentrations equal to or less than 50 mg/KG (published average background levels)
2. Total lead concentrations above 50 mg/KG, and less than 350 mg/KG
3. Total lead concentrations greater than 50 mg/KG, and soluble threshold limit concentration (STLC) less than 0.5 mg/L
4. Total lead concentrations greater than 50 mg/KG, and STLC equal to or greater than 0.5 mg/L and less than 50 mg/L
5. Total lead concentrations greater than 50 mg/KG, and STLC greater than 50 mg/L
6. Total lead concentrations equal to or greater than 1,000 mg/KG, regardless of STLC concentration



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Generally, soils satisfying criterion 1 are considered clean soil, and no special handling is required. Soils satisfying criteria 2 and 3 may be reused in a Caltrans right-of-way provided the soils are placed a minimum of five (5) feet above the water table and covered with one foot of clean soil. Soils satisfying criterion 4 may be reused in a Caltrans right-of-way provided the soils are placed a minimum of five feet above the water table and covered with pavement. Soils satisfying criteria 5 and 6 must be removed and properly disposed.

MAJOR TASK 2.0: ADL STUDY

Task 2.1: Site Survey and Health and Safety Plan

Dan Herlihy, CNC Team Certified Engineering Geologist, will visit the site to identify construction and proposed sampling areas. Based on the site visit, a worker health and safety plan, and a map illustrating proposed sampling locations, will be prepared.

Task 2.2: Soil Sampling

Up to 60 soil samples will be collected at up to 30 locations from approximately 0 to 0.5 feet and 1.0 to 1.5 feet below the ground surface in areas where soils may be excavated during improvements to the median. Soil samples will be placed in laboratory-approved containers, placed in a chilled cooler, and transported to a state certified laboratory using chain-of-custody documentation.

Task 2.3: Laboratory Analysis

Up to 60 soil samples will be analyzed using normal turnaround for lead by EPA method 6010B, and for STLC, by the Waste Extraction Test (WET) method when lead concentrations are 50 mg/KG or above.

Task 2.4: Draft Report

A draft report will be provided for City and Caltrans review, and will include a map with scale and north arrow, illustrating the sample locations, soil sampling procedures, tabulated results, statistical analyses, and comparison with the criteria discussed in an earlier section of this proposal.

Task 2.5: Final Report and Certification

Upon receiving comments, the report will be finalized and stamped by a California Certified Engineering Geologist. Any recommended measures in the final report for addressing the ADL levels at the site will be incorporated into the PS&E.



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PHASE III - Plans, Specifications and Estimates

Upon certification of the PES and receipt of written notice from the City, CNC will proceed with Phase III of the Project. The following is a list of the required tasks that will be performed:

Project Management & Coordination- During this phase, CNC will continue to meet twice a month with City and Caltrans staff to discuss the various design elements. CNC will continue to submit monthly progress reports including project schedule updates. *Utility Coordination-* This task will also include identification of utility conflicts and coordination with utilities to resolve the conflicts. CNC will submit a copy of the draft drawings to utilities to obtain their approval for resolution of utility conflicts. This work will comply with Caltrans "Manual on High and Low Risk Underground Facilities within Highway Rights-of-Way." *Processing and Approval-* CNC will submit the PS&E to the City and to Caltrans' Permits to obtain an encroachment permit for construction.

Construction Drawings:

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

Roadway Drawings - Drawings will show the plan and profile for saw cutting the existing AC, the proposed median barrier, slot paving, required drainage improvements, and the horizontal control and precise grading for the proposed gateway monument sign.

An important part of this task will be the geometric analysis of the barrier and determination of the proper set-back of the Sign and other proposed obstructions from the travel way based on the highway design speed and superelevation.

Drawings will be prepared at 1" = 20' Horizontal and 1"=2' Vertical on standard 22" x 34" cut sheets prepared in Phase I. Work will be performed in AutoCAD per Caltrans design and City of Costa Mesa CADD standards.

Signing and Striping Plans - The drawings will provide sufficient detail for restoration of edge striping along the median and shoulder of the roadway on standard 40-scale cut sheets.

Traffic Control Plans - CNC will prepare 40-scale Traffic Control Plans to provide an adequate work zone for construction of improvements to the median and NB shoulder areas. The plans will be prepared per Caltrans standards and follow guidelines in the latest edition of MUTCD, Part 6, "Temporary Traffic Control". Access to the Freeway from NB Newport Blvd will be maintained during daytime hours. The plans will be cross referenced with the project specifications to ensure requiring lane closures to be implemented at night.

Landscape & Hardscape Plans - This effort will consist of preparation of 20-scale planting plans and irrigation plans, planting and irrigation detail sheets and construction and aesthetic details for decorative barriers and gateway monument sign.



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Work also includes preparation of electrical plans for illumination of the gateway monument sign and up-lighting within the new landscaped areas. CNC Team will meet with the service planners from Southern California Edison and the Water District to identify the proper points of connection for power and water for lighting and irrigation.

Special Provisions:

CNC will prepare the technical Special Provisions in accordance with current City (Green Book), State (Caltrans Standard Specifications) and Federal requirements. We understand the boiler plate and construction contract agreement will be furnished by the City. The special provisions will include requirements for addressing ADL levels and will also require the contractor to prepare to comply with NPDES requirements including preparation and implementation of a storm water pollution prevention plan (SWPPP).

Statement of Probable Construction Cost:

CNC will prepare an itemized quantity estimate and statement of probable construction cost for the project. CNC will also prepare a bidder's proposal sheet for use in project bidding as required by the City. The estimate will be prepared in EXCEL.

Deliverables:

- Title Sheet
- Roadway Drawings
- Signing and Striping Plans
- Traffic Control Plans
- Landscape/ Hardscape Plans
- Special Provisions
- Statement of Probable Construction Cost

Fact Sheet

During the geometric design in Phase I or III it may become necessary to incorporate one or more features into the design that do not comply with mandatory design standards for Caltrans and FHWA. Possible examples include the Sign set-back distance or barrier alignment. In that event, it will be necessary to prepare a Fact Sheet Report identifying exceptions to mandatory standards for Caltrans and FHWA approval. This document will be submitted along with the PS&E for review and approval by Caltrans.

E-76 Permit

In order to secure funding for construction, it will be necessary to obtain an E-76 permit from FHWA. The application process for this permit begins after the PES and the CE have been approved by Caltrans. CNC will be available to prepare and process the required paper work for this application in accordance with Caltrans Local Assistance Project Manual. The required



SECTION 2 WORK PLAN

forms will consist of the following:

- Formal Request for Authorization to Proceed with Construction (Exhibit 3-D)
- Request for Authorization Data Sheet (Exhibit 3-E)
- Completed Finance Letter (Exhibit 3-O)
- PS&E Certification
- PS&E Checklist
- Local Agency Agreement Checklist (Exhibit 4A)
- Field Review Form (Exhibit 7B)
- Roadway Data (Exhibit 7C)
- Field Review Attendance Roster (Exhibit 7G)
- Preliminary Estimate of Cost (Exhibit 12A)
- A No Right of Way Certification Local Assistance Project (Exhibit 13A)
- Local Agency Construction Contract Administration Checklist (Exhibit 15A)
- Copies of the approved PS&E
- Copy of the signed Categorical Exclusion for NEPA furnished by Caltrans

CNC will complete the above forms and will submit for City review. Upon preliminary City approval, the forms will be electronically transmitted to the City to be printed on City letterhead. The documents will then need to be signed by the City's Resident Engineer and submitted for review by the Caltrans District Local Assistance Engineer (DLAE) along with copies of the project plans and special provisions.

The DLAE will forward the documents to Caltrans headquarters for approval, who will then forward them to the California Transportation Commission (CTC) for their approval. Upon receipt of CTC approval, Caltrans will submit a formal request to FHWA for issuance of the E-76 permit to authorize construction funding for the project.

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. Sean Nazarie, who will provide constructability review for each alignment alternative. Mr. Nazarie brings 29 years of experience in design and construction of street and highway improvement projects throughout Southern California.

Sean and the Project Engineers, Mr. James Cramsie, Mr. David Ortiz and Mr. Upendra Joshi will be responsible for continuous monitoring and checking of calculations and drawings during the design development. Together they bring over 65 years of combined total experience in areas of design.

All draft calculations and drawings will be thoroughly checked for accuracy and for compliance with design standards. Each drawing or calculation sheet is marked up with the reviewer's



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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 plans and all supporting calculations. The review comments will then be discussed between the QA team and the design team and addressed appropriately.

CNC's successful relationship with our clients over the past 25 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.

Additive Project Elements

Detailed Cross Sections @ 50' Intervals

Using the design survey prepared in Phase I, CNC will prepare final cross sections at 50' intervals, indicating existing and proposed vertical and horizontal cross falls, elevations, right-of-way and roadway centerline, conforming to City and Caltrans standards. For the purposes of this proposal, it is assumed the cross sections will be prepared at 1":10' horizontal and 1":1' vertical.

Temporary Water Pollution Control Plans

This document will be prepared in accordance with the Caltrans SWPPP/WPCP Preparation Manual. The drawings will show selected Best Management Practices (BMPs) for soil stabilization, sediment controls, drainage conveyances, egress points and debris tracking controls and waste management BMPs. The plans will also show staging areas and storage yards and borrow areas. The Project name, job site address, contact information will be shown on the title sheet of the plans.

Hydrology & Hydraulics Report

Hydrology calculations will be limited to Rational Method analysis to determine the peak design discharge on the roadway. The analysis may be performed using either the methodology in Section 810 of the Caltrans Highway Design Manual or the 1986 edition of the Orange County Hydrology Manual with the subsequent addendums and design memoranda. CNC will work closely with Caltrans to determine the preferred method by Caltrans. Hydraulic analysis will consist of calculating the width of surface flow for the peak design



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discharge along the roadway to ensure the roadway complies with current requirements for allowable flow width. If the existing roadway and drainage improvements are found to be deficient, then the analysis will identify changes in the roadway or additional inlets to provide the required drainage relief. Analysis will include hydraulic analysis of existing 30" RCP underground storm drain.

Geotechnical/ Materials Report

CNC Team (GEI) will prepare a geotechnical/materials report for this project as follows:

Task 1 – Data Review/Coordination – CNC Team will review available geotechnical and geological data to assess the expected soil conditions at the site. At least two (2) working days before the fieldwork, CNC Team will obtain all necessary state, federal, local, and other permits and licenses as necessary.

Task 2 – Field Investigation – CNC Team will conduct a site reconnaissance to examine the project site to evaluate existing improvements and to select the boring locations for the proposed subsurface exploration. Locations of borings will be distributed along the project length as appropriate to provide the apparent pavement construction history based on the results of the field exploration. The proposed boring locations will be submitted for City approval. Thereafter, the locations will be marked in white and Underground Service Alert (USA) will be notified for coordinating with utility companies to locate and field-mark existing substructures. The markings provided by USA will be used to ensure the protection of any identified existing utilities. Following the notification to USA, the field investigation will be performed.

The field investigation will consist of drilling four (4) soils borings to secure undisturbed and bulk soil samples for laboratory analysis of the subgrade soils supporting the pavement sections.

The borings will be drilled by utilizing either a 6-inch or an 8-inch diameter truck-mounted hollow-stem auger drill rig. The soils borings will be drilled to approximate depths ranging between 5.0 and 6.0 feet below the existing ground surface or to the depth of refusal. *The depths of the proposed borings may change depending on the materials encountered during the field investigation.* Boreholes will be backfilled with soil cuttings generated from the same boring, compacted to approximately 90% relative compaction, and patched with cold asphalt immediately after the final soil samples are retrieved. CNC Team will provide all necessary traffic control while performing fieldwork in accordance with the latest edition of California MUTCD Part 6, "Temporary Traffic Control" and Work Area Traffic Control Handbook 2006 (WATCH) Manual, 10th Edition.

Task 3 – Laboratory Testing – Selected samples from the borings will be tested to evaluate in-situ moisture content and dry density, classification testing including grain-size distribution and plasticity/expansive characteristics, modified proctor testing, corrosive properties, and R-Value. The numbers and types of tests will depend upon the soils encountered and the planned improvements at the sample location.



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Task 4 – Engineering Analysis – Engineering analyses will be performed upon completion of the laboratory testing. Results from the field and laboratory testing, site reconnaissance, and CNC Team's experience will be the basis for the engineering analyses. CNC Team will provide engineering conclusions and recommendations for the following:

- *Characteristics and extent of the subsurface materials encountered;*
- *Suitability of the onsite soils for use as fill material;*
- *Thickness and competence of existing fill, if any;*
- *Nature of bedrock, if encountered;*
- *Presence of groundwater or seepage (groundwater table depth, if encountered);*
- *Removal of loose or undesirable material;*
- *Structural backfill specifications and compaction using excavated or imported material;*
- *Grading specifications;*
- *Pavement structural section design; and*
- *Site preparation for the proposed construction.*

Task 5 – Report Preparation – The investigation, analysis, findings and conclusions will be presented in a report format with proper narrative in accordance with the requirements of Caltrans and the City. Three (3) wet-signed bound copies and one (1) black and white Portable Document Format (PDF) version of the final report will be submitted.

Construction Consultation Services

CNC will be available to provide the following construction support services:

1. **Pre-Construction Meeting-** CNC Project Manager or Project Engineer will attend one (1) pre-construction meeting.
2. **Responding to requests for information (RFI)-** CNC will make written responses to RFIs and copy the City.
3. **Assisting with Change Orders-** CNC will evaluate requests for change orders, consider alternatives and make the proper recommendation to the City for approval of the change order requests.
4. **Reviewing shop drawings and material certifications for compliance with contract specifications.**
5. **Revising the construction plans or specifications as required in the event of plan errors or omissions or approved changes-** Any revisions to the construction documents resulting from the unlikely event of errors or omissions by CNC will be performed at absolutely no cost to the City. CNC will revise the construction documents resulting from approved change orders in accordance with the provisions in our fee proposal.

EXHIBIT C
FEE SCHEDULE



November 12, 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 Engineering Services for the SR-55 Downtown Gateway Project

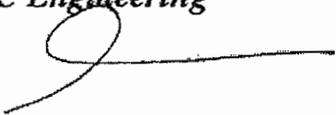
Dear Mr. Sorge:

CNC Engineering (CNC) is pleased to submit our fee proposal to provide professional consulting services for the SR-55 Downtown Gateway Project. 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 & Prelim Design	\$37,840.00
Phase II- Environmental Study	\$24,734.00
Phase III- PS&E	\$34,495.00
Total Not To Exceed Amount	\$97,069.00
ADDITIVE PROJECT ELEMENTS	
Detailed Cross Sections @ 50' Intervals	\$1,680.00
Temporary Water Pollution Control Plans	\$2,260.00
Hydrology & Hydraulics Report	\$4,170.00
Geotechnical/ Materials Report	\$7,167.00
Construction Consultation Services	\$3,740.00

This proposal assumes City will be responsible for payment of any and all fees. 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


Clement Calvillo, P.E.
President

Attachment

EXHIBIT D
PROJECT SCHEDULE

**PROJECT SCHEDULE FOR THE SR-55 DOWNTOWN GATEWAY PROJECT
CITY OF COSTA MESA, CALIFORNIA**

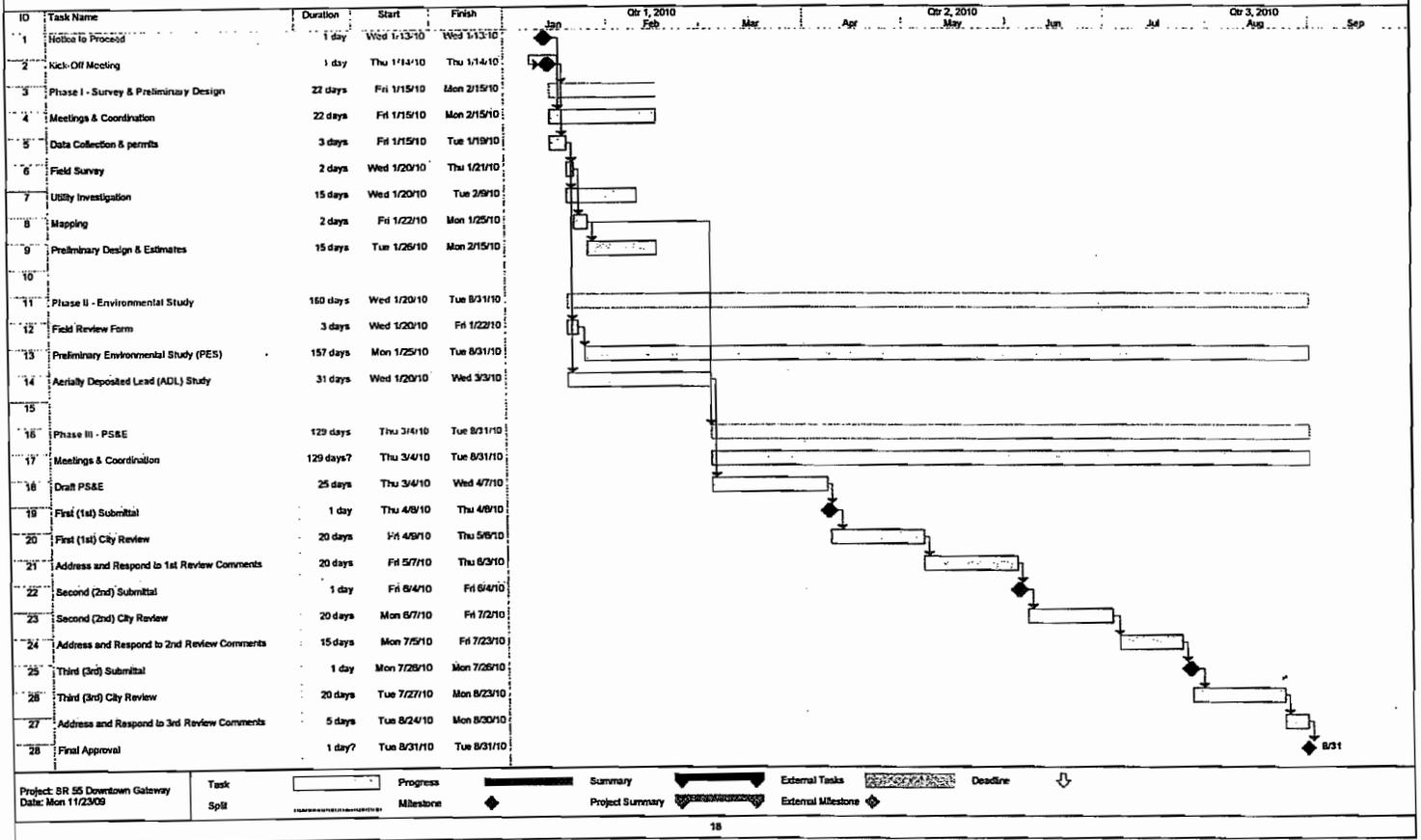


EXHIBIT E

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;

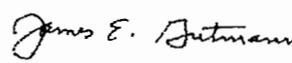
SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- 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

ACORD		CERTIFICATE OF LIABILITY INSURANCE			Date (mm/dd/yy) 10/1/2009
Producer Wood Gutmann & Bogart Insurance Brokers 15901 Red Hill Ave., Suite 100 Tustin, CA 92780 714 505.7000 License No. 0679263 www.wgbib.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.			
Insured CNC Engineering 1 Corporate Park Ste. 101 Irvine CA 92606		INSURERS AFFORDING COVERAGE			
		INSURER	Peerless Insurance Company		
		A	A XV		
		INSURER	Insurance Company of the West		
		B	A IX		
		INSURER	Endurance American Specialty Ins.		
		C	A XV		
		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 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	5/25/2009	5/25/2010	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	BA8440326	5/25/2009	5/25/2010	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CU9599349	5/25/2009	5/25/2010	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.	PPL10001405900	5/25/2009	5/25/2010	Each Claim \$2,000,000
A	Equip Fitr	CBP9599149	5/25/2009	5/25/2010	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 with respect to this subject project and contract with City, per the attached CG 20 10 10 01 and CG 20 37 10 01. Primary wording applies per the attached CG 00 01 10 01. RE: Fairview Channel Bike Trail					
CERTIFICATE HOLDER			CANCELLATION		
A/I RE: Fairview Channel Bike Trail City of Costa Mesa 77 Fair Drive Costa Mesa CA 92626			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-S (7/97)			©ACORD CORPORATION 1997		

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.

CNC Engineering

10/1/2009

POLICY NUMBER: CBP9599149

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: City of Costa Mesa
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.

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. ^{10/1/2009}

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.

ISO Properties, Inc., 2000

CG 00 01 10 01

CNC Engineering

POLICY NUMBER: CBP9599149

10/1/2009
COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: City of Costa Mesa		
77 Fair Drive Costa Mesa	CA 92626	
Location And Description of Completed Operations: The City of Costa Mesa and its elected and appointed boards, officers, agents and employees are named as additional insureds with respect to this subject project and contract with City, per the attached CG 20 10 10 01 and CG 20 37 10 01. Primary wording applies per the attached CG 00 01 10 01. RE: Fairview Channel Bike Trail		
Additional Premium:		

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

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

