

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
CNC ENGINEERING**

THIS AGREEMENT is made and entered into this 1st day of November, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CNC ENGINEERING, a California Corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering design services for the Fairview Park ADA parking lot improvements, as more fully described herein; 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 the specific services described in Exhibit "A" (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 Sections 1090-1092 of the California Government Code, 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 Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "A," 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. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. 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.

1.5. 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.

1.6. 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.

1.7. 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.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Seventeen Thousand Seven Hundred and Fifty Dollars (\$17,750.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal 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 the City for approval on a progress basis, but no more often than two times a month. 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, the date of performance, 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 "C," 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 Twenty Four (24) months, ending on October 31, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the Parties may mutually agree, in writing, to renew the contract for up to one (1) term period of one (1) year.

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 based on 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, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business 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 for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (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. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. 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 commercial general liability insurance policy and business automobile liability 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, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. 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. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. 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 CEO or his or her 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  
212 Alton Parkway, Suite 200  
Irvine, CA 92606  
Tel: (949) 863-0588  
Fax: (949) 863-0589  
Attn: Sean Nazarie

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5357  
Fax: (714) 754-5028  
Attn: Dan Garcia

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 agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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 have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole 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. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. 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.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and 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, pursuant to this Agreement 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.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. 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.

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

6.18. 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 any document, 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 the document referenced.

6.19. 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.

6.20. 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.

6.21. 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.

6.22. 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.

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

6.24. 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.

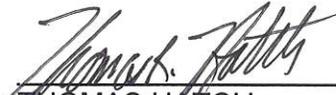
6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other 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 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.

6.26. 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.

6.27. 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

  
\_\_\_\_\_  
THOMAS HATCH  
Chief Executive Officer

Date: 10/26/16

CONSULTANT

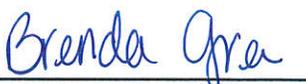
  
\_\_\_\_\_  
Signature

Date: October 24, 2016

  
\_\_\_\_\_  
Name and Title

  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

 10/27/16  
\_\_\_\_\_  
BRENDA GREEN  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa



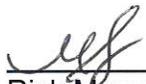
of the City of Costa Mesa

APPROVED AS TO FORM:

  
\_\_\_\_\_  
THOMAS DUARTE  
City Attorney

Date: 10/13/16

APPROVED AS TO INSURANCE:

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

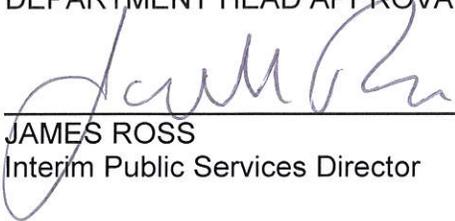
Date: 9/30/16

APPROVED AS TO CONTENT:

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

Date: Sept. 29, 2016

DEPARTMENT HEAD APPROVAL

  
\_\_\_\_\_  
JAMES ROSS  
Interim Public Services Director

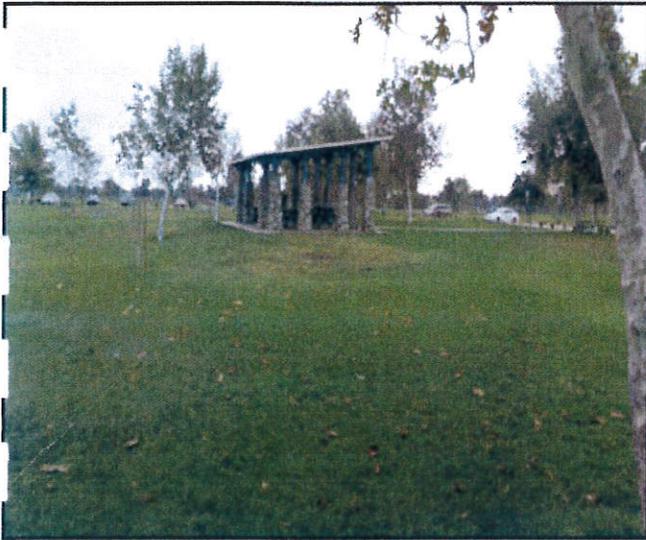
Date: 10/3/16

FINANCE APPROVAL

  
\_\_\_\_\_  
STEPHEN DUNIVENT  
Interim Finance Director

Date: 1027-16

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**



## PROPOSAL FOR

# The Design of Fairview Park Parking Lot Accessibility Improvements

**September 14, 2016**

Prepared by:



2121 Alton Parkway, Suite 200  
Irvine, California, 92606

Prepared for:



City of Costa Mesa  
77 Fair Drive, Costa Mesa, CA 92628



## PROPOSAL FOR

# The Design of Fairview Park Parking Lot Accessibility Improvements

**September 14, 2016**

Prepared by:



**2121 Alton Parkway, Suite 200**  
Irvine, California, 92606

Prepared for:



**City of Costa Mesa**  
77 Fair Drive, Costa Mesa, CA 92628



September 14, 2016

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

**Subject: Proposal for the Design of Fairview Park ADA Parking Lot Improvements**

Dear Mr. Garcia:

CNC Engineering (CNC) is pleased to submit this technical proposal to provide Professional Consulting Services for the preparation of plans, specifications and opinion of Probable Construction Cost (PS&E) for accessibility improvements within the parking lot and to the adjacent restroom and covered picnic area on the west side of Placentia Avenue.

This proposal has been prepared in response to your e-mail on Wednesday, August 31, 2016. We have visited the project site and fully understand the scope of work.

Based on our project understanding, CNC has assembled a Project Team with recent experience on similar projects. The Team will be led by the undersigned. I have managed many similar projects for the City of Costa Mesa, including the parking lot improvements at the Fairview Development Center and Fairview Channel Bike Trail.

We appreciate the opportunity to submit this proposal and look forward to making this project a success.

Respectfully Submitted,  
**CNC Engineering**

A handwritten signature in blue ink that reads "S. Nazarie".

Shahab (Sean) Nazarie, P.E.  
Director of Engineering



**TABLE OF CONTENTS**

**A. PROJECT UNDERSTANDING AND SCOPE OF SERVICES ..... 1**

**B. PROJECT TEAM ..... 7**

- Organizational Chart
- CNC Key Staff Member Resumes

**C. PROJECT EXPERIENCE..... 11**

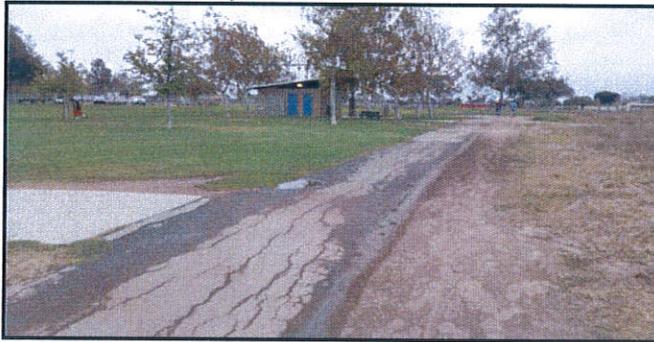
**D. SCHEDULE..... 19**

FEE PROPOSAL – Submitted in Separately Sealed Envelope

### Project Understanding and Overview

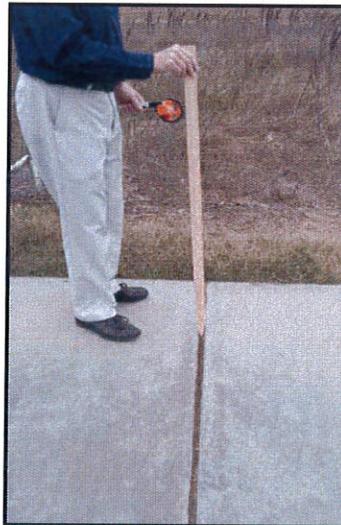
The City of Costa Mesa Engineering Division is soliciting proposals for preparation of construction documents for ADA accessibility improvements at the Fairview Park parking lot located west of Placentia Avenue. Based on a review of the "Site Accessibility Evaluation" report dated June 30, 2016 and examination of the site during our visit on September 2, we believe the project consists of the following primary components:

1. **Extend Existing PCC Trail-** The existing PCC trail (accessible route) begins at the signalized driveway on Placentia Ave and continues more or less parallel to the parking lot for a distance of about 1,050 feet. This trail will need to be extended approximately 110 feet to provide ADA compliant access from public right of way to the restrooms (**Refer to Figure 1 and Photo 1**).



**Photo 1. PCC Accessible Route Ends and a Distressed Paved Walkway Continues to the Restrooms**

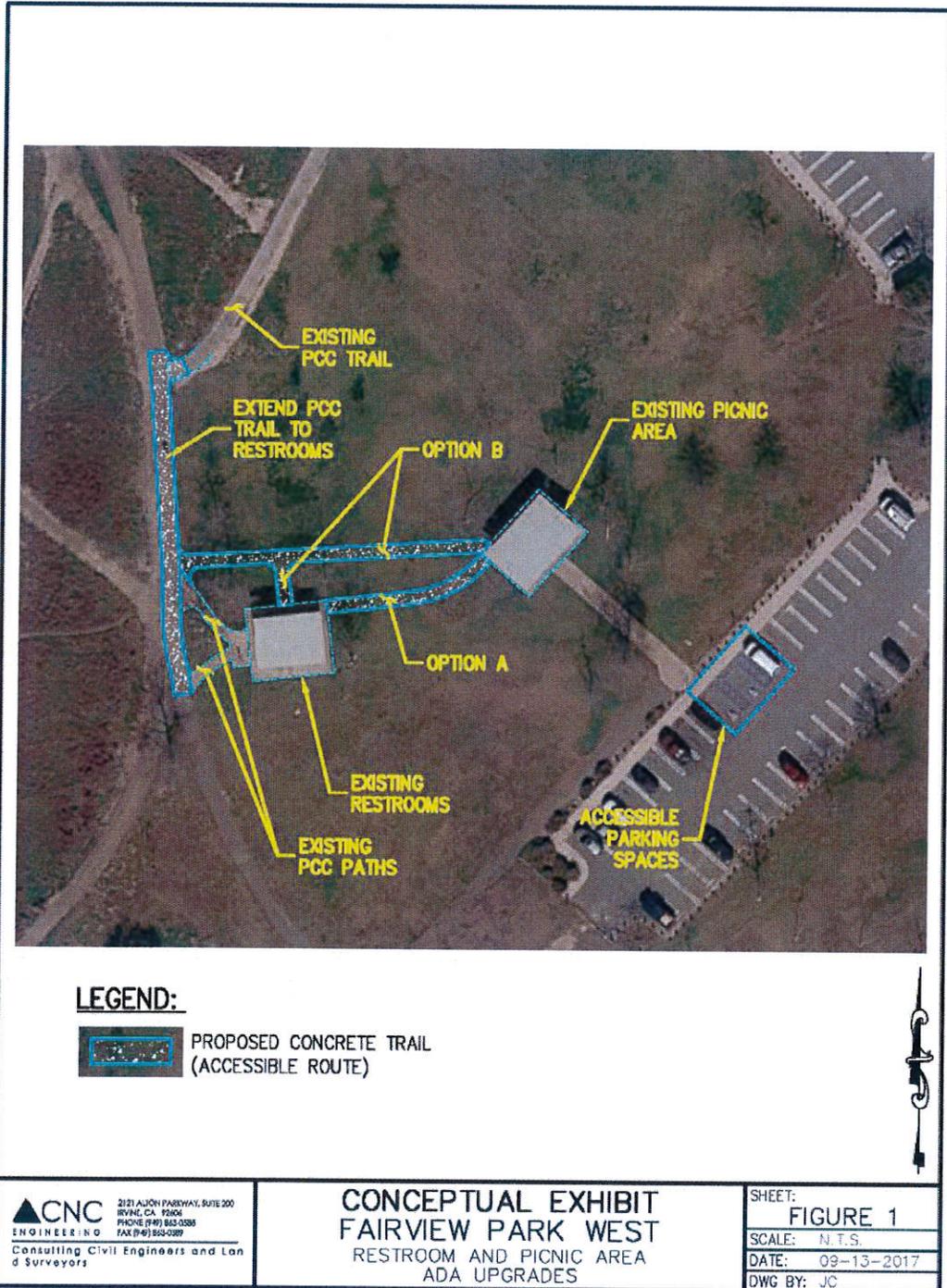
2. **PCC Trail Expansion Joints and Slopes-** Expansion joints along the PCC trail greater than  $\frac{1}{2}$ " wide and  $\frac{1}{4}$ " deep will need to be filled. Portions of the trail with running slopes greater than 5% and cross slopes greater than 2% will also need to be reconstructed (**Photo 2**).



**Photo 2. Expansion Joints Greater Than  $\frac{1}{2}$ " Wide along Accessible Route**

SECTION A

PROJECT UNDERSTANDING & SCOPE OF SERVICES



**SECTION A PROJECT UNDERSTANDING & SCOPE OF SERVICES**

- 3. Access from Disabled Parking Spaces to Restrooms-** Currently there is an accessible route from disabled parking spaces to the covered picnic area, but not to the restrooms (**Refer to Figure 1 and Photo 3**).



**Photo 3. Looking at Accessible Parking Spaces in the Background from the Restroom Facility.**

- 4. Modify Pavement Grades within Accessible parking Spaces –** The slot pavement at the end of the accessible parking stalls has a running slope in excess of 2%. The pavement will be removed and reconstructed as necessary to provide 2% slope within disabled parking spaces in all directions (**Photo 4**).



**Photo 4. Slope on Slot Paving Between the PCC Walkway and Wheel Stops Exceeds 2%**

- 5. Upgrade Existing and Increase Number of Accessible Parking Spaces-** The parking lot will need to be re-striped to provide at least five (5) accessible parking stalls, including a minimum of one (1) van accessible stall with 8-foot wide access aisle, increase car accessible parking stall's access aisle width to 5 feet and outline in blue and add "NO PARKING" legend within access aisles. City may consider improving the striping along the entire lot (**Photo 5**).



**Photo 5. Existing Parking Stall Striping throughout the lot appears to be in need of improvement**

SECTION A

PROJECT UNDERSTANDING & SCOPE OF SERVICES

6. **Upgrade Existing Curb Ramp at Placentia Avenue Driveway-** The existing curb ramp at the driveway on Placentia Avenue is missing a tactile surface (truncated domes). Additional field measurements will be taken to verify the slopes and dimensions are in compliance with the current City standards and ADA codes (**Photo 6**).



Photo 6. Curb Ramp at Placentia Ave with Missing Truncated Domes

7. **Parking Lot Signage-** Provide reflectorized accessible parking signs at each disabled parking space.

**Key Issues:**

- Substandard grades and cross falls on the PCC trail and parking lot pavement may be limited to a small section and consequently, may show up on the City's topographic survey map. CNC will conduct a detailed visual evaluation of the site and use a smart level to identify these locations. If necessary, CNC has the in-house staff to perform supplemental survey of the site.
- CNC will identify and analyze several options for an accessible route from public right of way and accessible parking spaces to the picnic area and the restrooms. **Figure 1** shows two possible options. **Option A** utilizes the existing walkway adjacent to the restrooms to provide access from the trail to the picnic area and therefore reduces the length and construction cost; however, it would place the accessible route from the trail to the picnic area along the restrooms. **Option B** would provide alternative accessible routes from the trail to the picnic area and the restrooms but would have a longer length and higher construction cost.



## SECTION A

## PROJECT UNDERSTANDING &amp; SCOPE OF SERVICES

**Scope of Services**

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

- Task 1. Project Analysis, Review, Meetings and Cost Accounting**
- Task 2. Plans**
- Task 3. Specifications**
- Task 4. Quantity and Cost Estimates (QCE)**
- Task 5. Construction Documents**

**Task 1. Project Analysis, Review, Meetings and Cost Accounting**

CNC will be available to attend a project kickoff meeting to review the scope of services, the project schedule and to finalize any administrative details. Thereafter, CNC will be available to meet with the City as necessary during the progress of the design for general coordination and to obtain direction from the City on policy and design issues. CNC will prepare meeting minutes with action items and will distribute to attendees.

CNC will conduct field review to investigate and evaluate existing conditions. We will field verification of the topographic mapping of the site that will be furnished by the City. Should additional field survey become necessary, CNC has the available personnel to provide this service.

This task also includes preparation and submittal of monthly progress reports with a description of accomplishments during the reporting period, a summary of planned activities for the next reporting period and a list of issues, if any, that may impact the project cost and/or schedule.

**Task 2. Plans**

Construction drawings will consist of precise grading plans for trail and parking lot pavement improvements and parking lot signing & striping plans, plus any necessary construction details. Drawings will be based on topographic base map to be provided by the City and will be prepared on City of Costa Mesa's standard sheet size and borders. These preliminary and final improvement plans will consist of the following:

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

**Horizontal Control Plans** – CNC will prepare a Horizontal Control Plan with all necessary dimensions and layout data for new accessible routes and trails and limits of pavement reconstruction based on the control points provided on the topographic base map from the City.

**Precise Grading Plans** – Drawings will provide grades and elevations for the new trails and pavement reconstruction within the parking lot.

**Signing and Striping Plans-** CNC will prepare the signing and striping plans to provide at least five (5) accessible parking stalls, including a minimum of one (1) van accessible stall with 8-ft wide access aisle, increase car accessible parking stall's access aisle width to 5 feet and outline in blue and add "NO PARKING" legend within access aisles and provide reflectorized accessible parking signs at each disabled parking space.

**Detail Sheets** - Specific features and details necessary for construction of the proposed improvements will be provided on separate detail drawings.

### **Task 3. Specifications**

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.

### **Task 4. Quantity and Cost Estimates (QCE)**

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

### **Task 5. Construction Documents**

Construction documents will be submitted in accordance with the requirements in the RFP. In addition to the PS&E, CNC will also prepare and submit a Resident Engineer's file. The file will contain the following:

- Preliminary and final construction quantities and opinion of probable construction cost
- Quantity takeoff sheets
- Calculations
- Field notes
- Meeting minutes

### **Optional Task. Pavement Reconstruction**

The existing parking lot pavement appears to be severely distressed. Should the City decide to include pavement rehabilitation of the lot in the scope of work, CNC can provide the precise grading and paving plans for the entire lot as an optional item. Geotechnical and traffic index analysis are excluded from the scope of work, but may be added at the City's request.

**SECTION B**

**ORGANIZATIONAL CHART**



**City of Costa Mesa**

Daniel Garcia, P.E.

*PROJECT MANAGER*

Shahab (Sean) Nazarie, P.E.

*PROJECT MANAGER*

**Civil Design**

James Cramsie, P.E.

*PROJECT ENGINEER*

Sean Calvillo, P.E.

*DESIGN ENGINEER*



---

**SHAHAB (SEAN) NAZARIE, P.E.**

*Project Manager*

**Title:** Director of Engineering

**Office Location:** City of Industry, CA

**Years of Experience:** 36

**Years at CNC:** 16

---

**Registration(s):**

Registered Professional Engineer, State of California,  
#C36943, 1983)

**Education:**

M.S. Civil Engineering, California State University, Long  
Beach, 1990

B.S. Civil Engineering, University of Southern California,  
1980

**Professional Affiliations:**

American Society of Civil Engineers (ASCE)  
Past Vice Chairman, ASCE Hydrology & Hydraulics  
Technical Group, Orange County Branch  
American Public Works Association (APWA)

**Awards/Recognitions:**

Mesa Green Design Award (City of Costa Mesa)

---

**RELEVANT EXPERIENCE****Fairview Channel Bike Trail, Costa Mesa, CA.**

Project Manager for design of approximately 750 feet of PCC Bike Trail, including overseeing preparation of alternative alignments, quality control and coordination with the OC Parks.

**Fairview Development Center Parking Lot Improvement, Costa Mesa, CA.**

Project Manager responsible for design of pavement reconstruction and striping plans for 44 parking stalls on parking lot located at the Education Center building on the corner of N. Shelly Circle and Rosa Way on the FDC grounds.

**Joann Street Bike Trail, Costa Mesa, CA.**

Project Manager for design of 5,000 lineal feet of meandering bike path, including oversight of mapping, demolition plans, civil design, attending workshops at the City.

**Harbor Blvd. and Adams Ave. Intersection Improvement, Costa Mesa, CA.**

Project Manager responsible for preparation of the design survey, preliminary and final PS&E for street widening, pavement and sidewalk rehabilitation.

**Rosecrans Avenue and Bloomfield Avenue Street Rehabilitation, Norwalk, CA.**

Project Manager responsible for coordination with the City and project administration for preparation of preliminary and final construction documents for pavement rehabilitation, curb & gutter repairs and ADA upgrades.

**Broadway Improvements from Main St. to Alondra Blvd, Carson, CA.**

Project Manager responsible for preparation of the PS&E for street rehabilitation along a 2-mile segment of this heavily traveled arterial. He oversaw field investigation to identify non-ADA complaint features, preparation of details and specifications for ADA upgrades and signing and striping plans.

**24 Hour Fitness, Huntington Beach, CA.**

Project Manager responsible for overseeing preparation of civil site improvement plans for parking lot pavement construction, signing and striping and accessible routes from public right of way and disabled parking stalls.

**Del Mar Avenue Median Improvements, Costa Mesa, CA**

Project Manager responsible for overseeing geometric design of the new median to allow left turn movement out of adjacent driveways, PS&E for new curb ramps, decorative cross walks, raised center median and traffic island signing and striping plans and utility coordination.



---

**JAMES CRAMSIE, P.E.**

*Project Engineer*

**Title:** Project Engineer

**Office Location:** City of Industry, CA

**Years of Experience:** 20

**Years at CNC:** 10

---

**Registration(s):**

Registered Professional Engineer, State of California,  
C59785, 1999

Qualified SWPPP Developer, # 20417

**Professional Affiliations:**

American Society of Civil Engineers (ASCE)

Institute of Transportation Engineers (ITE)

**Education:**

B.S. Civil Engineering, California State University, Long  
Beach, 1995

**Awards/Recognitions:**

Orange County Engineering Council, Young Engineer  
Award, 2001

Construction Stormwater Pollution Prevention Course  
(24-hr Training Hours), February 2009

---

**RELEVANT EXPERIENCE****Fairview Channel Bike Trail, Costa Mesa, CA.**

Project Engineer in charge of preparation of the PS&E for construction of approximately 750 feet of PCC Bike Trail. His responsibilities included preparation of alternative alignments without encroaching into the adjacent wetlands and coordination with the OC Parks.

**Fairview Development Center Parking Lot Improvement, Costa Mesa, CA.**

Project Engineer in charge of preparation of the PS&E for construction of pavement reconstruction and re-striping of 44 parking stalls on a parking lot located at the Education Center building on the corner of N. Shelly Circle and Rosa Way on the FDC grounds.

**Harbor Blvd. and Adams Ave. Intersection Improvement, Costa Mesa, CA.**

Project Engineer responsible for preparation of base maps, preliminary and final PS&E for the street widening, pavement and sidewalk rehabilitation, construction phasing and traffic control and signing and striping at this heavily traveled arterial intersection.

**Joann Street Bike Trail, Costa Mesa, CA.**

Project Engineer responsible for preparation of PS&E for one mile of meandering bike trail; features included wayfinding signage, bollard lighting and landscape improvements.

**Broadway Improvements, Carson, CA.**

Project Engineer responsible for evaluation of existing curbs, sidewalks and driveways; research and analysis of various pavement rehabilitation methods; utility coordination, preparation of PS&E for street improvements, storm drain improvements, signing and striping, traffic signal modification and traffic control plans.

**Del Mar Avenue Median Improvements, Costa Mesa, CA**

Project Engineer responsible for geometric design of the new median to allow left turn movement out of adjacent driveways, PS&E for new curb ramps, decorative cross walks, raised center median and traffic island signing and striping plans and utility coordination.

**Rosecrans Avenue and Bloomfield Avenue Street Rehabilitation, Norwalk, CA.**

Project Engineer in charge of preparation of the PS&E for construction pavement rehabilitation, curb & gutter repairs and ADA upgrades on over two miles of arterial roadways.



---

**SEAN CALVILLO, P.E.**

*Project Designer*

**Title:** Project Engineer

**Office Location:** City of Industry, CA

**Years of Experience:** 10

**Years at CNC:** 9

---

**Registration(s):**

Registered Professional Engineer, State of California,  
#78198, 2011

Autodesk Civil 3D Fundamentals Training, Ketiv  
Technologies, November 2006

Construction Site Storm Water Enforcement Training (8-  
hours, AEI-CASC)

ASCE 4-Hour Storm Water Quality Seminar

**Education:**

B.S. Civil Engineering, University of California, Irvine,  
2006

Construction Stormwater Pollution Prevention Course  
(24-hr Training Hours), February 2009

**Professional Affiliations:**

American Society of Civil Engineers (ASCE)

Business Development Association, Orange County

---

**RELEVANT EXPERIENCE****Del Mar Avenue Median Improvements, Costa Mesa, CA**

Project Designer responsible for geometric design of the new median to allow left turn movement out of adjacent driveways, PS&E for new curb ramps, decorative cross walks, raised center median and traffic island signing and striping plans and utility coordination.

**Industry Business Center – Property Line Access Road, City of Industry, CA**

Mr. Calvillo worked on the design and plan preparation for the Property Line Access Road on the far west portion of the Industry Business Center. Work also involved utility coordination.

**City-Wide Street Overlay, CIP #325,245,125, Laguna Beach, CA.**

Mr. Calvillo assisted in the pavement condition visual evaluation using FHWA guidelines of over 10 million square feet of pavement on 300 streets throughout the city of Laguna Beach. These evaluations lead tabulating and compiling the acquired data and preparation of plans and cost estimates for repairs and reconstruction of damaged portions of each street.

**Industry Business Center – Grand Avenue Widening, City of Industry, CA**

Mr. Calvillo worked on the improvement plans for the widening of Grand Avenue, from Baker Parkway to the 60 freeway. Utility coordination, consultant coordination and construction support were also a part of this project.

**Brethren Christian High School Gymnasium and Parking Lot Improvements, Huntington Beach, CA.**

Mr. Calvillo prepared grading plans for the 13.7 acre site. Design included a new gymnasium, fire lane access lane with parking, and a reconstructed parking lot and with ADA accessibility. Conducted utility investigations and visited the site for inspections and data collection.

**Signing and Striping Plan for Valley Boulevard, Industry, CA.**

Prepared the signing and striping plan for Valley Boulevard westerly from Brea Canyon Road over 144' of road. Designed the striping to allow for three lanes along the portion of road on Valley Boulevard as previous striping was for two lanes merging into three.

**Signing and Striping Plan for Grand Crossing Parkway, Industry, CA.**

Prepared the signing and striping plan for Grand Crossing Parkway southeasterly from Baker Parkway over 1200' of road.

# Fairview Development Center Parking Lot Improvement

City of Costa Mesa, CA

## Highlights

- Accessible Route Design
- Parking Lot Signing and Striping

**CNC** Engineering prepared the construction documents for improvements at the parking lot located at the Education Center building on the corner of N. Shelly Circle and Rosa Way on the FDC grounds. Work included preparation of the precise grading plans for pavement reconstruction and signing and striping plans for a total of 44 parking stalls including one "Rideshare" stall and one handicapped stall.



**Owner**  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628

**Contact Person**  
Maher Nawar, P.E.  
(Retired)

**Completed**  
2012

**Project Manager**  
Sean Nazarie, P.E.

# Fairview Channel Bike Trail

City of Costa Mesa, CA

## Highlights

- Coordination with Orange County Parks and Mesa Consolidated Water District
- Consideration of Adjacent Wetlands and Nature Preserve

**CNC** Engineering prepared the construction documents for approximately 750 feet of a Class 1 PCC Bike Trail with Decomposed Granite shoulders joining the Fairview Channel (County Facility D04) maintenance road and the Santa Ana River trail system. Construction was partially funded by Recreation Trail Program Grant. The following are some of the project highlights and accomplishments achieved by CNC:

- Coordination and processing through the Orange County Parks (OCP) for traversing the Talbert Nature Preserve.
- Preparation of alternative alignments without encroaching into the adjacent wetlands.
- Coordination with Mesa Consolidated Water District for placing fill over an existing 6-inch reclaimed water service lateral supplying Talbert Nature Preserve.

BEFORE



AFTER



**Owner**  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628

**Contact Person**  
Baltazar Mejia, P.E.  
(714) 754-5291

**Completed**  
2011

**Project Manager**  
Sean Nazarie, P.E.

# Joann Street Bike Trail

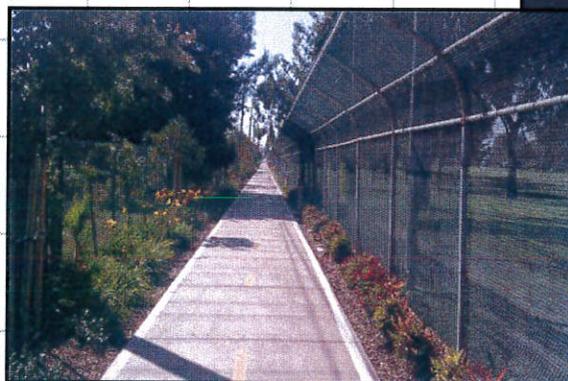
Costa Mesa, CA

## Highlights

- Trail Design and Aesthetics
- Survey and Mapping
- Workshops
- Project Coordination

**CNC** Engineering prepared construction documents for improvement of a one mile segment of this Class I bikeway adjacent to a busy arterial, a golf course and private residences. The trail provides an off-street alternative to on-street bicycle routes within the vicinity. The following are some of the project highlights and accomplishments achieved by CNC:

- Design of layout, profile and sections for one mile long bike trail
- Design of removal and replacement of the asphalt concrete straight alignment with a meandering Portland concrete bike trail with an undulating profile.
- Preparation of signing and striping plans for the bikeway.
- Prepared the project specifications
- Designed two staging areas for bicyclists with various amenities including bicycle racks, benches, planters, fencing and lights.
- Designed several decorative sign structures with strip lighting to identify the bike trail.
- Attended two workshops at the City to provide coordination among the various departments at the City including Engineering, Maintenance, Parks and Recreation as well as outside entities, including the operators of the golf course.



**Owner**  
City of Costa Mesa  
77 Fair Drive, 4<sup>th</sup> Floor  
Costa Mesa, CA 92628

**Contact Person**  
Mr. Bart Mejia, P.E.  
Project Manager  
City of Costa Mesa  
(714) 754-5291

**Construction Cost**  
\$1.5 Million

**Design Cost**  
\$90,000

**Design Completed**  
2009

**Construction Completed**  
2011

**CNC**  
ENGINEERING | SURVEYING | CONSTRUCTION

# Del Mar Avenue Beautification

Costa Mesa, CA

## Highlights

- Survey and Mapping
- Geometric Design of New Raised Median
- Coordination with Landscape Architect and Water District

- **CNC** Engineering submitted draft construction plans, technical provisions and cost statement to the City for removal and reconstruction of the raised center median, traffic island, curb ramps and new decorative cross-walk on Del Mar Avenue at Newport Boulevard. The following are some of the project highlights and accomplishments achieved by CNC:

- Designed the new wider raised median to allow left turn egress from existing driveway.
- Designed new curb ramps and decorative cross-walk to comply with ADA requirements.
- Provided coordination with the utilities to avoid design conflicts with the numerous existing underground pipes within the project.



**Owner**  
City of Costa Mesa  
77 Fair Drive, 4<sup>th</sup> Floor  
Costa Mesa, CA 92628

**Contact Person**  
Mr. Bart Mejja, P.E.  
City Engineer  
City of Costa Mesa  
(714) 754-5291

**Construction Cost**  
\$151,000 (est.)

**Design Cost**  
\$11,320

**Design Completed**  
2015 (est.)

**Construction Completed**  
2016 (est.)



# 24-Hour Fitness Sport

Huntington Beach, CA

## Highlights

- Flood Elevation Certificate
- Water Quality Management
- Infiltration Basin
- Traffic Signal Modification
- Signing and striping

**CNC** provided civil and traffic engineering services for the construction of a 40,000 square foot health club on over one acre of commercial property. CNC prepared plans for all civil site improvements including grading and paving and ADA accessibility to all six entrances of the building. Accessible routes were provided from the public right of way to the perimeter sidewalk and from disabled parking spaces to the main entrance. Due to confined space and density of surface utilities, CNC had to prepare a special design for a curb ramp at the entrance to the site. CNC processed the plans through the City's Planning, Engineering and Building departments.

### Owner

The Muller Company  
18881 Von Karman Ave.  
Irvine, CA 92612

### Contact Person

Jennifer Blanchart  
Senior Property Manager  
(949) 476-9800

### Design Cost

\$85,440

### Construction Cost

\$1,034,000

### Design Completed

October 2006

### Construction Completed

May 2007

### Project Manager

Sean Nazarie, P.E.



**Project Category**

Street Rehabilitation

# Rosecrans Avenue & Bloomfield Avenue Rehabilitation

City of Norwalk, CA

**Highlights**

- ADA Improvements
- Pavement Rehabilitation
- Caltrans Coordination

**Key Personnel**

- Sean Nazarie
- James Cramsie

As part of phase II of the I-5 pre-construction mitigation, CNC prepared the plans, special provisions and estimates for street rehabilitation of approximately two miles of Rosecrans Avenue and Bloomfield Avenue. Work included field investigation, design survey and mapping, value engineering analysis, geotechnical investigation, preparation of plans and details for wheelchair ramps, pavement rehabilitation, curb and gutter reconstruction and sidewalk improvements.

**BEFORE**



**AFTER**



**Owner**  
City of Norwalk

**Contact Person**  
Randy Hillman  
Project Manager  
12700 Norwalk  
Boulevard, Room 12  
Norwalk, CA 90650  
(562) 929-5723

**Design Cost**  
\$88,500

**Construction Cost**  
\$1.8 million

**Design Completed**  
2013

**Construction Completed**  
2014

**Project Manager**  
Shahab (Sean) Nazarie,

**BEFORE**



**AFTER**



# Grating Pacific

Los Alamitos, CA

## Highlights

- Precise grading
- Water Pollution Control Plan
- Drainage improvements

**CNC** Engineering prepared precise grading, drainage improvements, domestic water, fire protection and sanitary sewer improvement plans for construction of a 24,000 square foot warehouse and ½ acre parking lot. The new structure consists of five ADA accessible entries and a service entry. CNC worked closely with the Architect and the owner to develop a grading concept that met the operational requirements of the plant as well as applicable ADA and OSHA standards. CNC also prepared the Water Pollution Control Plan and SUSMP to control pollutant runoff from the site.

**Owner**  
Grating Pacific  
3651 Sausalito Street  
Los Alamitos, CA 90720

**Contact Person**  
Ronald Robertson  
(562) 598-4314

**Design Cost**  
\$19,020

**Construction Cost**  
\$2.5 million

**Design Completed**  
March 2006

**Construction Completed**  
October 2006

**Project Manager**  
Sean Nazarie, P.E.



# California High School Science Building

City of Whittier, CA

## Highlights

- Precise Grading Plans
- Hydrology/Hydraulic Analysis
- Coordination with the Design Team
- Construction Support Services

**CNC** Engineering prepared horizontal control, precise grading, drainage and sanitary sewer improvement plans for construction of the science building at California High School within the Whittier Unified School District. Design features included the 6,000 square foot Science Building, a 3,500 square foot patio, 250 foot long walkway and ADA access at the existing parking lot. CNC prepared supporting hydrology and hydraulic calculations for the drainage improvements and coordination with the mechanical engineer for sewer connection. CNC also provided construction support services and responded to RFIs.

**Owner**  
Whittier Unified School District

**Contact Person**  
John Tegtmeyer  
Project Architect  
TDM Architects  
(323) 254-9200

**Design Cost**  
\$ 12,500

**Construction Cost**  
\$ 1,000,000

**Design Completed**  
2006

**Construction Completed**  
2007

**Project Manager**  
Sean Nazarie, P.E.



**EXHIBIT B**  
**FEE SCHEDULE**



September 14, 2016

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

**Subject: Fee Proposal for the Design of Fairview Park ADA Parking Lot Improvements**

Dear Mr. Garcia:

CNC Engineering (CNC) appreciates the opportunity to submit our fee proposal to provide Professional Consulting Services to the City of Costa Mesa for the preparation of plans, specifications and opinion of Probable Construction Cost (PS&E) for accessibility improvements within the parking lot and to the adjacent restroom and covered picnic area on the west side of Placentia Avenue. 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:

Base Services	<b>\$13,390</b>
<b>Additive Task:</b>	
Pavement Rehabilitation Plans	<b>\$4,360</b>
<b>Grand Total</b>	<b>\$17,750</b>

We trust this proposal meets with the City's expectations. If CNC is fortunate enough to be selected as the most team for this project, we are available to meet with the City staff to discuss any portion of our scope/schedule/fee. Please contact me with any questions regarding this proposal.

Respectfully Submitted,  
**CNC Engineering**

A handwritten signature in blue ink that reads "S. Nazarie".

Shahab (Sean) Nazarie, P.E.  
Director of Engineering

**ATTACHMENT "A"**

**FAIRVIEW PARK ADA IMPROVEMENT  
 PREPARED FOR CITY OF COSTA MESA  
 PREPARED BY: CNC ENGINEERING  
 DATE: SEPTEMBER 9, 2016**

TASK	DESCRIPTION	PROJ MGR	PROJ ENGR	DESIGN ENGR	Admin	EST TOTAL HRS	EST TOTAL COST
		\$150	\$125	\$110	\$60		
1	Analysis, Review, Meetings & Acctg	8	4		4	16	\$1,940
2	Plans	6	16	28		50	\$5,980
3	Specs	8	8		8	24	\$2,680
4	QCE	2	4	8		14	\$1,680
5	Construction Documents	2	2	4	2	10	\$1,110
<b>ESTIMATED LABOR HOURS</b>		<b>26</b>	<b>34</b>	<b>40</b>	<b>14</b>	<b>114</b>	
<b>ESTIMATED TOTAL LABOR COSTS</b>							<b>\$13,390</b>
<b>Additive Task:</b>							
	Pavement Rehabilitation Plans	4	8	24	2		\$4,360

**EXHIBIT C**  
**PROJECT SCHEDULE**



**SECTION D PROJECT SCHEDULE**

ID	Task Name	Duration	Start	Finish	November			December			January	
					B	M	E	B	M	E	B	
1	Kick Off Meeting	0 days	Mon 11/7/16	Mon 11/7/16	◆ 11/7							
2	Site Reconnaissance	2 days	Mon 11/7/16	Tue 11/8/16	■							
3	Base Map	2 days	Wed 11/9/16	Thu 11/10/16		■						
4	Preliminary Design & Alternative Analysis	3 days	Mon 11/14/16	Wed 11/16/16			■					
5	City Approval of Alternative	3 days	Thu 11/17/16	Mon 11/21/16				■				
6	Draft PS&E	10 days	Tue 11/22/16	Wed 12/7/16				■	■			
7	Initial Plan Check Submittal	0 days	Wed 12/7/16	Wed 12/7/16						◆ 12/7		
8	1st Plan Check	5 days	Thu 12/8/16	Wed 12/14/16						■		
9	Address 1st Plan Check Comments	5 days	Thu 12/15/16	Wed 12/21/16							■	
10	2nd Plan Check	5 days	Thu 12/22/16	Wed 12/28/16								■
11	Final Design Approval	0 days	Wed 12/28/16	Wed 12/28/16								◆ 12/28

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Progress	
External Tasks		Duration-only		Deadline	