

**PROFESSIONAL SERVICES AGREEMENT  
CITY OF COSTA MESA**

THIS AGREEMENT is made and entered into this 12th day of September, 2012 (“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 for professional engineering services as more fully described in Consultant’s Proposal attached as Exhibit “A”; 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 participating 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 engineering services described in Consultant’s Proposal, a copy of which is attached hereto as Exhibit “A” 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. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the affected department of the City. 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 time hereinafter specified. Evaluations of the work will be done by the City Representative 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. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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 confidential data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement 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. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this Agreement, City shall pay Consultant the amounts specified in Consultant's Fee Proposal for Professional Engineering Services but not to exceed \$41,210.00. Consultants Fee Proposal for Professional Engineering Services is attached hereto as Exhibit "B" and incorporated herein by this reference.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or in an amount exceeding \$41,210.00 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 Project Manager 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 as of the date the invoice is created. 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 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 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 "A." 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 24 months ending on September 12, 2012, 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 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 retroactive 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, 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. Attached to this agreement as Exhibit "C", is a true and correct copy of Consultant's Certificate of Liability Insurance, which is 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 Manager 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, Inc.  
1 Corporate Park, Suite 101  
Irvine, CA 92606  
Tel: (949) 863-0588  
Fax: (949) 863-0589  
Attn: Sean Nazarie, P.E.

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: 714-754-5156  
Fax: 714-754-5330  
Attn: City Clerk

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 "D" 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 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.

6.15. 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

[Redacted Signature]

Tom Hatch, City Manager of Costa Mesa

Date: 9/7/12

CONSULTANT

[Redacted Signature]

Signature

Date: August 27, 2012

Sean Nazarie, Director of  
Name and Title Engineering

[Redacted Social Security or Taxpayer ID Number]

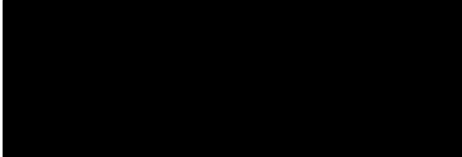
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

 \_\_\_\_\_  
Attorney

Date: 08/24/12

APPROVED AS TO INSURANCE:

 \_\_\_\_\_

Date: 8/24/12

APPROVED AS TO CONTENT:

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

Date: 8/27/12

Public  \_\_\_\_\_  
Director

Date: 8.27.12

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



July 30, 2012

Mr. Maher Nawar, P.E.  
City of Costa Mesa, Public Services/Engineering  
77 Fair Drive, 4th Floor  
Costa Mesa, CA 92628-1200

**Subject: Proposal for Professional Engineering Services for the Design of Alley No. 010, 044 & 104**

Dear Mr. Nawar:

CNC Engineering (CNC) is pleased to submit our technical proposal to provide consulting engineering services for the preparation of plans, specifications, opinion of Probable Construction Cost (PS&E) and construction support services for rehabilitation of Alley Nos. 010, 044, and 104.

Based on our project understanding, CNC has assembled a Project Team with experience on very similar projects. The undersigned, Sean Nazarie will be the Project Manager for this project. I have over 30 years of design and management experience on similar projects for the City of Costa Mesa and other municipalities.

For this project CNC Engineering has selected Geo-Environmental, Inc. (GEI), a certified Disadvantaged Business Enterprise (DBE) to provide geotechnical engineering services for the project.

CNC offers the following advantages to the City of Costa Mesa:

- **Financial Stability-** CNC is financially solvent and the latest formal audit of the company found our total and current assets are almost **\$1M** more than our liabilities.
- **Substantial Team Experience-** CNC has extensive knowledge of the City's procedures and requirements for survey work, utility coordination, design and submittal requirements.
- **Depth of Competent Personnel-** The team dedicated to this project will be comprised of six (6) registered civil engineers with vast experience on alley and street improvement projects, a licensed surveyor, and the full resources of CNC and our sub-consultant, GEI.
- **Proven Track Record-** Over the past five years, CNC has successfully completed the design and construction support services for improvement of numerous alleys, streets and bike trails. We invite you to check our references listed in Section 3 of our proposal.

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

Respectfully Submitted,

**CNC Engineering**

Sean Nazarie, P.E.  
Director of Engineering



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**Fee Schedule (Submitted Separately)**

**SECTION 1 PROJECT UNDERSTANDING & SCOPE OF WORK**

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

**A.1 Project Understanding and Overview**

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

ALLEY NO.	From	To	Distance (Approx.)
010 Park Dr. Alley	Anaheim Ave	18 <sup>th</sup> St.	570 LF
044 Baker St. Alley	College St.	Baker St.	1,460 LF
104 Fullerton Ave Alley	20 <sup>th</sup> St.	Fullerton Ave	790 LF

Based on a comprehensive review of the RFP dated June 28, 2012 and investigation of the site, the following is a summary of our project understanding along with several key issues in the design of the proposed improvements.

**Alley No. 010** runs northeasterly from Anaheim Ave for approximately 730', then turns north and terminates at West 18<sup>th</sup> St. The portion of the alley from Anaheim Ave to 570' northeast is paved with AC with a concrete center "V" gutter. The AC pavement shows clear signs of distress with extensive surface wear and potholes. The remaining 350' of the alley is paved with PCC. This proposal assumes the objective of this project is the rehabilitation of the 570-foot long portion of the alley that is currently paved with AC. However, the PCC portion of the alley has a visible longitudinal crack along the center between 3/16 to 1 ½ inches wide. Also, irrigation and storm runoff results in standing water on alley approach at W. 18<sup>th</sup> St. CNC recommends including remedial measures for the PCC segment such as crack sealing and reconstruction of the approach at 18<sup>th</sup> St. as additive alternates in the bid package.

**Key Issues:**

- Existing approach at Anaheim Ave does not comply with ADA requirements (Figure 1).



**Figure1. Alley 010 Approach at Anaheim Avenue**



**SECTION 1 PROJECT UNDERSTANDING & SCOPE OF WORK**

- Existing AC pavement shows signs of severe distress including raveling and potholes (Figure 2)

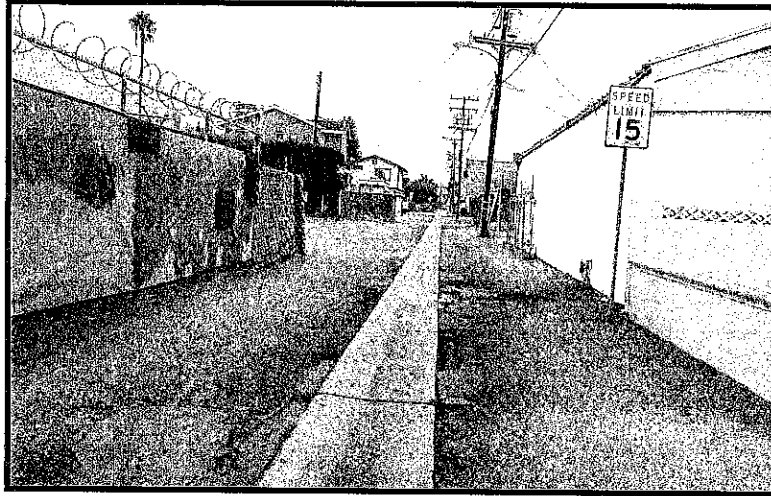


Figure 2. Typical Condition of AC Pavement on Alley 010

- The current pavement marking and parking stall configuration at Newport Autosound (1743 Superior Way) allows one-way traffic through the driveways and parking lot from Superior Way to the Alley (Figure 3). The long and narrow driveway to the parking lot at Superior Way does not allow two-way traffic (Figure 4). Therefore, the project must provide egress from the site to the alley during construction. One option may be to temporarily remove the existing block wall and the adjacent parking stall at the alley to provide continuous access to the alley. The project plans and specifications will provide sufficient details to allow the contractor to properly bid this work.

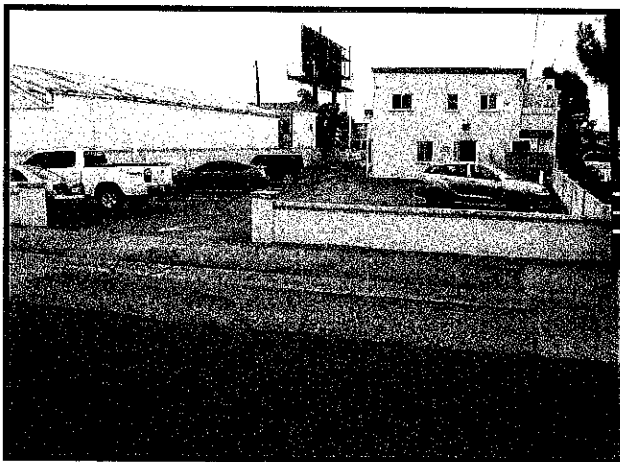


Figure 3. Looking at Autosound Parking Lot from Alley 010. Note block wall at parking lot egress.

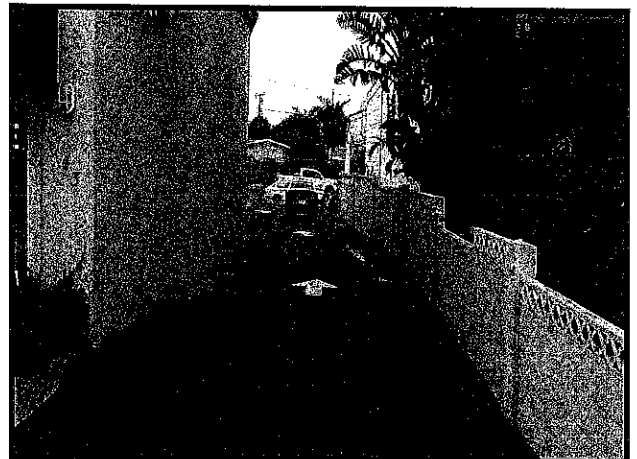


Figure 4. Driveway Entrance from Superior Way to Autosound Parking Lot

**SECTION 1 PROJECT UNDERSTANDING & SCOPE OF WORK**

- Existing surface utilities (Figure 5) within the alley must be located during survey, field verified on the base map and their disposition (adjusted to grade or protect in place) must be called out on the project plans.

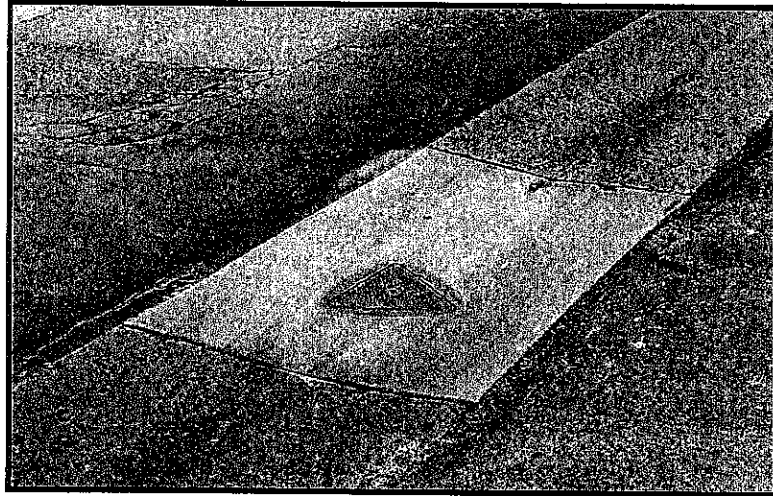


Figure 5. Existing Water Meter on Alley 010

- Parking garages at 585 Park Place are below the alley surface and appear to only have 3 small inlets for drainage relief (Figure 6). A new ally pavement section will be designed to minimized runoff to these inlets.

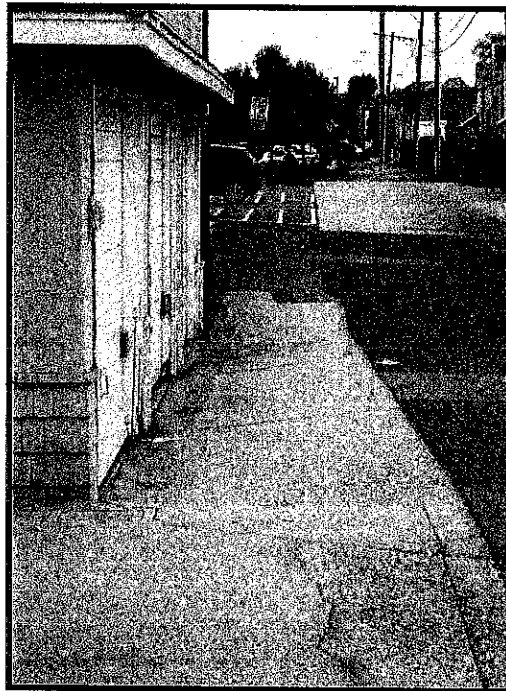


Figure 6. Parking Garages at 585 Park Place

**SECTION 1 PROJECT UNDERSTANDING & SCOPE OF WORK**

**Alley 044** runs easterly from College Ave for a distance of approximately 1,270 feet, then turns north and continues for about 190 feet and terminates at Baker St. The entire length of the alley is paved with AC and a concrete center “V” gutter.

**Key Issues:**

- Existing AC is in poor condition with severe raveling and potholes (Figure 7) and standing water in the v-gutter (Figure 8).

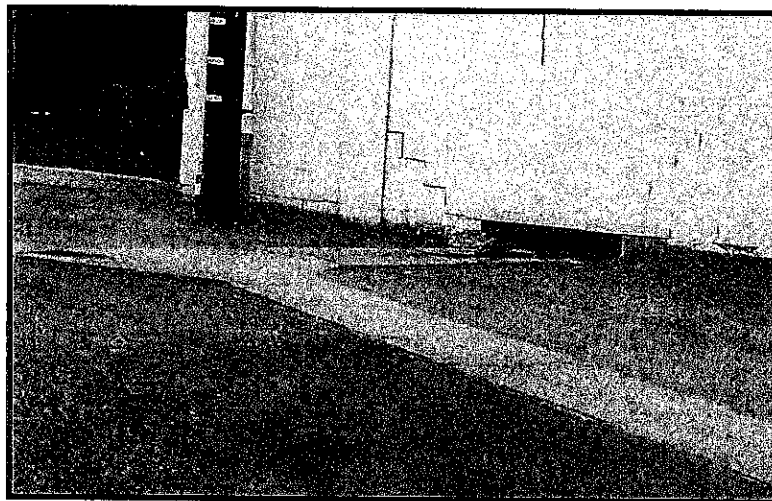


**Figure 7. Pothole Adjacent to V-Gutter**



**Figure 8. Distressed Pavement on Alley 44 with Standing Water in the V-gutter**

- Runoff from the adjacent commercial development at 1304 Logan Ave (APN 141-201-27) drains on to Alley 44 through an opening at the base of the privacy wall at the end of the east-west portion of the Alley (Figure 9). Project specs must ensure contractor provides adequate provisions for drainage from this site during construction and post construction.



**Figure 9. Wall Opening for Drainage to Alley 44 from Adjacent Property**

**SECTION 1 PROJECT UNDERSTANDING & SCOPE OF WORK**

- Existing curb near the alley approach at Baker St. is broken and will need to be replaced (Figure 10).



Figure 10. Broken Curb and Sidewalk on Alley 44 Near Baker St.

**Alley 104** runs southwesterly from E. 20<sup>th</sup> St. for a distance of approximately 620', then turns west and continues for about 170' to Fullerton Ave.

**Key Issues:**

- The existing AC pavement in the alley is severely distressed and practically non-existent along many segments (Figure 11).

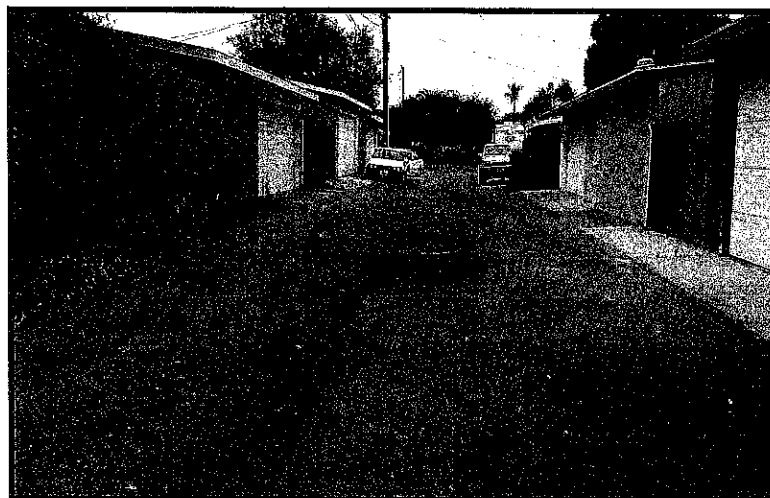
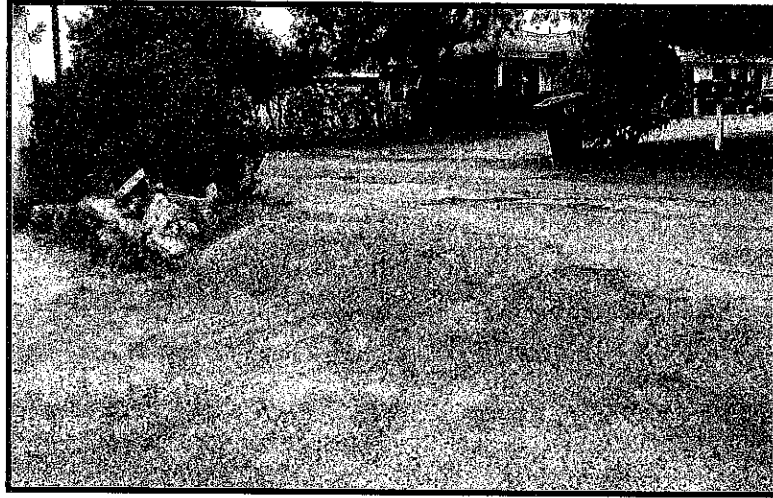


Figure 11. Pavement on Alley 104 Virtually Non-Existent

**SECTION 1 PROJECT UNDERSTANDING & SCOPE OF WORK**

- Figure 12 shows access to residences at 164, 171 and 187 Walnut Street (APN 426-032-16 thru 14) at the bend in Alley 104. Traffic control specifications will sign the alley for one-way traffic and keep the lane open at all times to provide continuous access to these properties.



**Figure 12. Access to Private Residences at 164, 171 and 187 Walnut Street**

**A.2 Scope of Services**

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

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

Prior to beginning the work tasks, CNC Engineering will assemble the project team for a project kickoff meeting. The team will be comprised of the City of Costa Mesa staff and CNC Engineering project staff. The purpose of this meeting will be to review the scope of work, the project schedule and to finalize any administrative details such as point-of-contact for each team member. We will also review design criteria and collect available City data such as available record drawings, tract maps and parcel maps. CNC will attend up to **four (4)** meetings with the City of Costa Mesa staff during the progress of the design for general coordination, to discuss design issues, and obtain direction from the City on policy and design issues (see key issues outlined for each alley, as examples). CNC will prepare all meeting minutes and submit to the City for approval within two working days after the meeting. CNC will conduct field reviews to investigate and evaluate existing conditions. This task also includes preparation and submittal of monthly progress reports with invoices. Each progress report will provide a description of accomplishments during the reporting period, a summary of planned activities for the next reporting period and a list of issues, if any, that may impact the project cost and/or schedule.



**SECTION 1 PROJECT UNDERSTANDING & SCOPE OF WORK**

**Task B. Utility Investigation and Coordination**

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

All utility correspondence will be submitted to the City. CNC will maintain a utility log with the names and contact information for all the utilities along with the dates and summary of all correspondence with each purveyor.

**Task C. Design Survey and Base Map Preparation**

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

Field survey will consist of cross sections at 25-foot intervals, with elevations at top of curb, back of sidewalk, gutter flow lines, edge of gutter, edge of pavement, angle points, centerline, top of "X", bottom of "X" and back of driveway approaches, beginning, middle of curve and end of curb returns, missing wheel chair ramps (WCRs), at grade breaks and at damaged curb and gutter and at least 100' beyond both sides of damaged limits at 10' intervals.

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

CNC will determine the alley right-of-way and easements from available assessor, parcel and tract maps. This proposal does not include boundary survey and/or right-of-way engineering services. Survey will be extended 20 feet beyond the alley right-of-way along driveway approaches and alley entrances, 25 feet behind WCRs and elevations will be obtained at 5' intervals.

Survey will also be extended 100 feet onto cross streets from BCRs and ECRs and including cross street centerlines.

CNC is very sensitive to the City's requirements for field survey adjacent to or on private property. We recently completed design survey of several alleys for the City as well as the Canyon Community Park. All projects involved extensive survey on private property. CNC will comply with all of the City's requirements for notification of residents and specific items to be surveyed, including those in the RFP. Prior to entering private property, CNC will submit a draft notice of survey work to the City for review. Upon approval, CNC will prepare draft notices for City approval. Approved notices will be printed out on City letterhead and sent out to affected residents and/or businesses by certified mail. CNC will not perform survey work on private properties until at least five days after receiving certified return receipts.



**SECTION 1 PROJECT UNDERSTANDING & SCOPE OF WORK**

All survey points will be data collected and electronically transferred to our computer for preparation of the topographic mapping at 1"=10' and 0.10-foot contour intervals on 22" x 34" mylars. Cross sections will be plotted using 1"=1' vertical and 1"=10' horizontal scale. CNC will prepare base sheets for use in the final contract document drawings from the as-built improvement plan drawings and the design survey. All drawings will be prepared in accordance with the sizes, standards and requirements set forth in the RFP.

**Task D. Field Engineering**

Upon completion of the 70% and 90% construction documents, CNC will be available to conduct a field review of each alley with City representatives to determine the limits of removals and join lines.

**Task E. Geotechnical Investigation and Pavement Design**

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

**Task E.2 – Drilling and Sampling** – The field investigation will consist of two (2) parts: a site reconnaissance and a subsurface exploration. The site reconnaissance will include examination of the project sites to evaluate existing improvements, including the condition of the pavement, curbs, gutters, sidewalks, and driveway approaches. This will include determination of any damaged, raised, or sunken curbs, gutters, and sidewalks, or other needed concrete improvements within the public right-of-way. Results of the site reconnaissance will be used to select the boring locations for the proposed subsurface exploration. The proposed boring locations will be marked in white and Underground Service Alert (USA) will be notified for coordinating with utility companies to locate and field-mark existing substructures. The markings provided by USA will be used to ensure the protection of any identified existing utilities. Following the notification to USA, the field investigation will be performed.

The field investigation will include exploration of the site by drilling **two (2) borings for Alley No. 010, three (3) for Alley No. 044, and two (2) for Alley No. 104 for a total of five (5) borings.**

CNC Team (GEI) will secure undisturbed and bulk soil samples for laboratory analysis of the subgrade soils supporting the pavement sections. **The borings will be drilled by utilizing either a 6-inch or an 8-inch diameter hollow-stem auger drill rig. The soils borings will be drilled to a minimum depth of three (3) feet below the existing ground surface or to the depth of refusal.** The depths of the proposed borings may change depending on the materials encountered during the field investigation. Boreholes will be backfilled with soil cuttings generated from the same boring, compacted to 95% relative compaction, and patched with cold asphalt immediately after the final soil samples are retrieved. GEI will provide all necessary traffic control while performing fieldwork in accordance with the latest edition of the WATCH manual. The traffic control and detouring will provide for continuous driveway and pedestrian access to businesses and residents at all times.

Geologic logs of boring activities exhibiting soil classification of each stratum in accordance with the Unified Soil Classification System (USCS), ASTM 2487-93, will be prepared. The logs will include all pertinent information regarding the existing structural section, including boring depth and location, sample collection depth, USCS group name, USCS group

**SECTION 1 PROJECT UNDERSTANDING & SCOPE OF WORK**

symbol, color as determined by Munsell Soil Color Charts, grain size distribution, moisture content and dry density of drive samples, the elevation of the water table (including the depth of saturated soil or groundwater) if encountered, and caving potential and/or sloughing conditions. During drilling, the classifications, thicknesses, and material types of any existing subgrade soils, AC, PCC, and AB will be measured.

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

**Task E.3 – Laboratory Testing** – Bulk and relatively undisturbed drive soil samples collected during the proposed field investigation will be examined in the laboratory to confirm field classifications. Selected samples will be tested to determine in-place moisture content and dry density, maximum dry density and optimum moisture content at 2 and 3 feet below existing grade, R-Value at three feet below existing grade, grain size distribution, plasticity/expansive characteristics, sand equivalency, and corrosive properties. The numbers and types of tests will depend upon the soils encountered and the planned improvements at the sample location. Results of all laboratory testing performed on bulk and drive samples of the subsurface soils will be included in the appendix of the engineering report prepared for the project.

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

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

**Assumptions:**

- Access to the site is provided with no fee,



**SECTION 1 PROJECT UNDERSTANDING & SCOPE OF WORK**

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

**Task F. Potholing of Existing Storm Drain and Traffic Signal Facilities**

In the event it becomes necessary to conduct exploratory field investigation to locate City owned underground utilities, CNC will hire a specialty contractor to pothole such facilities, with prior written approval of the City. CNC will work closely with the City to establish the location of potholes. CNC will coordinate the contractor's activities to obtain a no fee permit and notify Dig Alert and the City prior to start of field work. CNC will show the location and depth of the facility pothole on the plans. In accordance with the City's directions in the RFP, a fee of \$1,000 for each Alley has been included for budgeting purposes.

**Task G. Construction Documents**

Plans, specifications and estimates will comply with the standard drawings and specifications of the City of Costa Mesa, Caltrans, APWA and other agencies as applicable. CNC will also prepare and submit two Resident Engineer's files. These files will contain preliminary and final construction quantities and estimates and updates, color coded set of plots with plan view and cross sections showing different colors for each item of construction with dimensions and quantities for each item on each sheet and total quantities on the first sheet, field work information, meeting minutes, utility log and correspondence, geotechnical documents, survey information, as well as any other information and documents listed in the RFP.

**Task H. Plans**

CNC will prepare three (3) separate sets of construction drawings, one for each alley, for approval by the City of Costa Mesa. All improvement plans will be prepared in compliance with the City of Costa Mesa standards. These preliminary and final improvement plans will consist of the following:

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

**Plan and Profile Sheets** - Will show removal and replacement of paving, grinding limits, utility adjustments, horizontal and vertical controls, existing right-of-way obtained from the latest available tract and parcel maps, record utilities, design survey information, driveways, and construction notes. The plan and profile drawings on 22"x34" four Mil. thick, erasable writing Mylars will show the alley in plan and profile at a scale of 1"=10' horizontally and 1"=1' vertically. The profile will show existing centerline and existing as well as proposed profiles for centerline. The plan view will show topographic features and elevations necessary for the construction of the proposed improvements and any areas needing repair, as well as the information required in the RFP. The centerline profile will verify drainage cross fall. These improvement plans will show all repairs, reconstruction, and alterations to the existing improvements specified in the RFP. Alley stationing will be based on the stations of the available record drawings of the existing alley and/or street improvements.



**SECTION 1 PROJECT UNDERSTANDING & SCOPE OF WORK**

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

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

**Task I. Project Specifications**

This task will consist of preparation of Special Provisions and Technical Provisions including description of all bid items and General Provisions based on the City furnished boiler plate for each project. The specifications will be consistent with the City of Costa Mesa format and will be based on the latest edition of Standard Specifications for Public Works Construction (Green Book). The Special Provisions will include all traffic control requirements such as information signs, phasing, continuous access to driveways with sufficient width to accommodate phasing of work, signage, coordination with residents and businesses and haul routes for trucking and equipment. It is not clear at this time if it is possible to provide continuous access to all residential driveways. However, special provisions will address the requirement for continuous access to all businesses on Alley No. 10. Any temporary removals and reconstruction such as the block wall at the Autosound egress on Alley 10 will be addressed in the special provisions. Special provisions will also detail the scope of services for construction survey including staking and perpetuation of centerline monuments and ties.

**Task J. Quantity and Cost Estimates (QCE)**

CNC will prepare an itemized quantity estimate and opinion of probable construction cost for each project at 70% and 90% and final completion submittals. 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 plans showing a different color for each construction item with dimensions, areas and quantities for each sheet and showing total quantities for each item on the first sheet. The final submittal will also include quantity take off sheets.

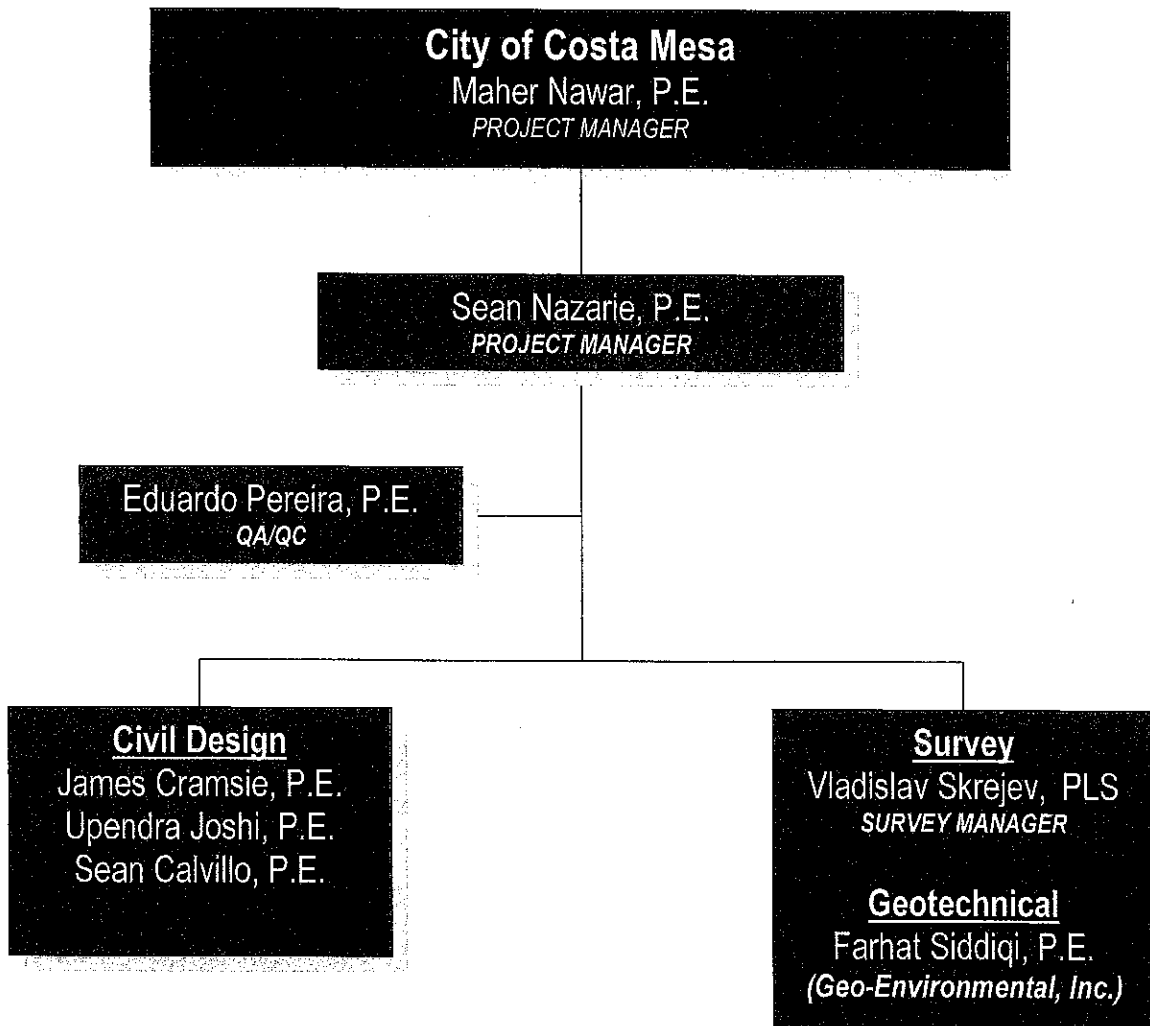
**Task K. Project Document Submittal and Plan Information**

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

**Task L. Bidding and Construction Phase**

CNC Project Manager will attend the pre-construction meeting and will be available to meet with staff, other agencies and the public as required and address any questions or requests for clarification. CNC will respond to requests for clarification or information during bidding and construction phase and to obtain necessary permits from affected agencies and utility companies.

**SECTION 2 ORGANIZATIONAL CHART**





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**Shahab (Sean) Nazarie, P.E.**  
*Project Manager*

**Title:** Director of Engineering  
**Office Location:** Irvine, CA  
**Years of Experience:** 32

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**Registration(s):**  
Registered Professional Engineer, State of California,  
#C36943, 1983

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

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

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

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**Overview**

Mr. Nazarie has over 32 years of experience in the field of civil engineering. He has a proven track record as a project manager, communicator and a consensus builder on several high profile and multi-discipline projects. His technical background includes design, management and construction support for roadways, flood control facilities, sanitary sewers, water distribution systems and site civil improvements.

**RELEVANT EXPERIENCE**

**Alleys No. 61, 65, 80, 107 and 108, Costa Mesa**

Served as the Project Manager responsible for overseeing survey, mapping, geotechnical investigation, utility coordination and preparation of the PS&E for the reconstruction of these five alleys. The total length of the five alleys combined was approximately 3,000 lineal feet within mostly residential developments with some commercial areas. Construction was completed in 2008.

**Joann-Miner Alley (No. 19), Costa Mesa**

Served as the Project Manager responsible for overseeing survey, mapping, geotechnical investigation, utility coordination and preparation of the PS&E for the reconstruction of approximately 800 lineal feet of this alley. Work also included preparation of legal description and plats for partial takes at several lots and design of several drainage inlets and storm drain laterals. Construction was completed in 2002.

**Joann Street Bike Trail, Costa Mesa**

Project Manager for the design of 5,000 lineal feet of bike trail. Work included design survey, mapping, utility coordination, landscape and lighting and Caltrans coordination to obtain an E-76 permit. CNC attended two workshops at the City to reconcile comments from various departments within the city. Construction was completed in 2011.

**Harbor Boulevard Resurfacing, Costa Mesa**

Project Manager responsible for the survey, mapping, utility coordination, agency coordination including obtaining permits from Caltrans and County of Orange for pavement rehabilitation Harbor Blvd from south of Baker Street to north of South Coast Drive. Construction is scheduled to begin in August 2012.

**Harbor Boulevard/Adams Avenue Intersection Improvement, Costa Mesa**

Mr. Nazarie served as Project Manager responsible preparation of the preliminary and final design for addition of two new lanes at this intersection, coordination with OCTA for relocation of three bus stops, curb ramp and driveway improvements, coordination with over twelve property owners and tenants for partial right-of-take and landscape and lighting improvements within public right-of-way and on private property.

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

Served as the Project Engineer responsible for preparation of the PS&E for the rehabilitation of pavement and sidewalk, lighting and landscape improvements along a 2-mile segment of this heavily traveled arterial. Work included preparation of details and specifications for pavement pulverization, hydrology, hydraulics and PS&E for storm drain improvements, preparation of construction phasing and traffic control plans, signing and striping plans and details and coordination with MTA and thirteen separate utilities.

### **La Mirada Boulevard and Alicante Road Rehabilitation Project, La Mirada**

Project Manager responsible for the rehabilitation of La Mirada Boulevard and Alicante Road in the City of La Mirada. The project included roadway, signing, striping, traffic signal loop replacement improvements for the 1 mile and 1.5 mile segments of La Mirada Boulevard and Alicante Road, respectively.

### **Commonwealth Avenue Widening and Median Improvements, Buena Park**

Mr. Nazarie served as Project Manager responsible for design of widening, median construction, pavement rehabilitation, utility coordination, median landscaping and legal descriptions for right of way acquisition along a 0.5 mile segment of the roadway. He also oversaw construction staking and support services. Construction was completed in 2003.

### **La Palma Avenue Rehabilitation, Buena Park**

Mr. Nazarie served as Project Manager responsible for design, construction support services and utility coordination for pavement rehabilitation and new handicapped curb ramps along a 1.5-mile segment of La Palma Avenue from Beach Blvd to Valley View. Work included preparation of construction phasing and traffic control plans at five major intersections, including Beach Blvd and Knott Avenue, adjacent to Knott's Berry Farm. He also oversaw construction staking and support services. Construction was completed in 2004.

### **2001-02 Street Rehabilitation, Pomona, CA.**

Project Manager responsible for the preparation of PS&E for pavement rehabilitation of 11 streets throughout the City. Work included topographic survey and mapping, pavement analysis, alternative analysis, repair and replacement of curb and gutter, catch basins, driveways and alley approaches.

### **Wilmington Avenue Median Improvement, Carson, CA.**

Served as Project Manager responsible for PS&E for construction of raised medians and over 15 new curb ramps along a 2-mile segment of this busy arterial. Work included coordination for planting concept approval and preparation of final construction documents for landscape and irrigation, including utility coordination for water pressure and power source.

### **Indio Boulevard Median Improvement, Indio, CA.**

Served as Project Manager responsible for PS&E for construction of raised medians, pavement rehabilitation, 20 new curb ramps, street lighting and storm drain improvements along a 3.6-mile segment of this busy arterial. Work included coordination for planting concept approval and irrigation design. He attended several community meetings and oversaw construction staking and support services. Construction was completed in 2004.

### **24-Hour Fitness Center, Huntington Beach, CA.**

Served as Project Manager for the site civil improvement design of a 27,000 SF Fitness Center on Center Avenue in Huntington Beach. The project included design survey and mapping, preparation of precise grading, drainage, and utility plans for fire and domestic water, sanitary sewer, gas, power and telephone lines, relocation of the SCE transformer, traffic control and construction staging plans, signal modification plans and preparation of WQMP including a water quality basin for storm water runoff treatment.

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**Eduardo B. Pereira, P.E.**  
QA/QC

**Title:** Senior Project Engineer  
**Office Location:** Industry, CA  
**Years of Experience:** 40

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**Registration(s):**

Registered Professional Engineer, State of California,  
#C49566, 1992  
Registered Professional Engineer, Philippines, #12879,  
1972

**Professional Affiliations:**

American Society of Civil Engineers (ASCE)  
Civil Engineers and Land Surveyors of California  
Society of American Military Engineers  
Society of Hispanic Professional Engineers  
Asian American Architects and Engineers Association  
Filipino American Society of Architects and Engineers

**Education:**

B.S. Civil Engineering, University of Santo Tomas,  
Manila, Philippines, 1972, Magna Cum Laude

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**Overview**

Mr. Pereira has over 40 years of professional experience in planning and design of civil engineering projects involving roadways, railways, utility, and water facility projects. He has acted as Project Engineer responsible for engineering design and preparation of contract documents for various multidiscipline public works projects including coordination with multiple consultants, regulating government agencies, and utility purveyors. In recent years, Mr. Pereira has managed various road and bridge projects for the City of Industry, bridge seismic retrofit projects for Caltrans, and several light rail transit projects for the Los Angeles County Metropolitan Transportation Authority (LACMTA).

**RELEVANT EXPERIENCE**

**Public Works Projects, City of Industry, CA.**

Project Engineer responsible for engineering design and preparation of contract documents for various public works projects including coordination with city planning staff, in-house survey staff, geotechnical and design consultants to specific projects, construction permit processing, regulating agencies and utility companies. Responsibilities include engineering support during construction. To date, handled the following:

- Rowland Street and Hanover Road Resurfacing Project (\$360,000)
- Removal of Underground Storage Tanks at Gale Avenue and Don Julian Road (\$35,000)
- Update of City Standard Drawings
- Echelon Avenue Extension Project
- Seismic Retrofit of 5 Bridges – Hacienda Blvd. Under SPRR, Nogales St. over San Jose Creek, Grand Ave. over UPRR, Grand Ave. over SPRR, and Brea Canyon Rd. over San Jose Creek (total \$1.7M for the 5 bridges), Peck Road Bridge Widening (est. \$5.3M)

**Del Amo Boulevard Overcrossing at Interstate 405, City of Carson, CA.**

Served as Project Manager responsible for providing aerial photogrammetry, detailed surveying and utility engineering design for proposed bridge crossing. The project consisted of the preparation of PS&E documents in accordance with the City of Carson. The plans were completed in metric units and in strict adherence to Caltrans standards.

**Manila North and South Expressway, Manila, Philippines.**

Architect/Engineer responsible for providing design services for the North and South Expressways in Manila, Philippines.

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**Railroad Street Widening and Realignment, Azusa Avenue to Hatcher Avenue, City of Industry, CA.**

Project Manager responsible for management and coordination of final street design intended to realign and widen one-half mile of Railroad Street from Azusa Avenue to Hatcher Avenue including refurbishment of affected adjoining properties, utility relocations and new street lights. The project cost is \$2.0 million (est.).

**Valley Boulevard Widening, Hambledon Avenue to Lemon Avenue, City of Industry, CA.**

Project Manager responsible for management and coordination of final street design to widen 2.6 miles of the two eastbound lanes of Valley Boulevard in the City of Industry.

**Gale Avenue Widening and Green Drive Extension, City of Industry, CA.**

Project Manager responsible for management and coordination of final design for a new street, new traffic signal system, storm drain, sewer, utilities, new street lights and extensive parking lot modifications on adjoining properties. The total project cost is \$1.5 million.

**Fullerton Road Northbound Right Turn Lane at Gale Avenue, City of Industry, CA.**

Project Manager responsible for management and coordination of street design, storm drain improvements, utility relocation and traffic signal modifications to add a right turn lane at northbound Fullerton Road. The project required coordination with Caltrans due to close proximity of the project with the Pomona (SR-60) Freeway. The total project cost is \$170,000.

**Industry Hills Equestrian Center – Roadway and Parking Lot Lighting Refurbishment, City of Industry, CA.**

Project Manager responsible for management of final design to replace 84 and refurbish 41 street and parking lot lights including adapter plates, luminaries, footings, and conduits. The total project cost is \$190,000.

**Temple Avenue Eastbound Right Turn Lane at Azusa Avenue, City of Industry, CA.**

Project Manager responsible for management and coordination of final design to add an eastbound right turn lane at Temple Avenue. The project included the addition of a bus turnout at Azusa Avenue, upgrading the existing traffic signal system, adjusting the existing storm drain, relocating street lights and modifying existing roadway striping. The total project cost is \$365,000.

**E Street, Ferrero Parkway and Old Ranch Road Street Improvements Avenue, Industry, CA.**

Project Manager responsible for management and coordination of final design for a new cul-de-sac street in the eastern part of the City of Industry. The project included final design of 66 kv and 12 kv electric duct banks for the City's power backbone as well as new water lines, street lights, storm drain, and street reconstruction for Old Ranch Road and Ferrero Parkway. The total project cost is \$1.4 million.

**Chestnut Street, Hatcher Avenue, Walnut Drive, Red Hat Lane, Pellissier Place, John Reed Court, Lawson Street/Rowland Street Intersection, Wilson Way, Castleton Street, and Stoner Creek Road Resurfacing, City of Industry, CA.**

Project Manager responsible for management and coordination of final design for the rehabilitation of various streets including pavement reconstruction of failed areas. The total project cost is \$760,000.

**First & Lorena Station, Metro Rail Red Line (Subway) Eastside Extension Project, LACMTA, Los Angeles, CA.**

Project Manager for the civil and utility engineering design of a subway station. The work included street restoration, site grading for a bus plaza and station entrance, utility rearrangement design for water, sanitary sewer, storm drain, electric power, telephone and gas lines. The project cost totaled \$45M.

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**James R. Cramsie, P.E.**

*Civil & Traffic Engineering*

**Title:** Project Engineer

**Office Location:** Irvine, CA

**Years of Experience:** 17

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**Registration(s):**

Registered Professional Engineer, State of California,  
C59785, 1999

LEEDs Green Associate Certification

Orange County Engineering Council, Young Engineer  
Award, 2001

Qualified SWPPP Developer (QSD), Certification No.  
20417

**Education:**

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

**Professional Affiliations:**

American Society of Civil Engineers (ASCE)

Institute of Transportation Engineers (ITE)

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**Overview**

Mr. Cramsie has over 17 years of experience in the field of civil engineering. His background includes serving as the project engineer for a wide variety of projects from simple to complex, as well as for specific portions of large projects. He has experience in civil engineering for infrastructure and transportation, including utility plan preparation, traffic engineering, and roadway design.

**RELEVANT EXPERIENCE**

**Five Alleys Improvement, Costa Mesa, CA.**

Mr. Cramsie served as project engineer for the preparations of improvements plans for five (5) alleys within the city of Costa Mesa. Part of the design included grading, identification of improvement limits, preparing a cost comparison analysis between various pavement sections and type, field engineering and preparation of specifications, quantity take-offs and cost estimates.

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

Mr. Cramsie was Project Engineer for the design of 5,000 lineal feet of bike trail. Responsibilities included design of plan and profile for a new meandering alignment, pavement rehabilitation, coordination with landscape and electrical designers and utility companies.

**Harbor Boulevard Resurfacing, Costa Mesa**

Project Engineer responsible for the survey, mapping, utility coordination, agency coordination including obtaining permits from Caltrans and County of Orange for pavement rehabilitation Harbor Blvd from south of Baker Street to north of South Coast Drive. Construction is scheduled to begin in August 2012.

**Harbor Boulevard/Adams Avenue Intersection Improvement, Costa Mesa**

Mr. Cramsie served as Project Engineer responsible preparation of the preliminary and final design for addition of two new lanes at this intersection, coordination with OCTA for relocation of three bus stops, curb ramp and driveway improvements, coordination with over twelve property owners and tenants for partial right-of-take and landscape and lighting improvements within public right-of-way and on private property.

**Theme Park Expansion, Anaheim, CA.**

Mr. Cramsie provided engineering services for a \$1.75 billion expansion of a major theme park. The two-part program involved the acquisition and redevelopment of 150 acres in the first phase, and an additional 100 acres in the second. Due diligence was performed on the newly acquired land and buildings. Engineering designs for the expanded site, utilities, and infrastructure were also provided. A major portion of this project was the reconfiguration and realignment of roads leading to the park including a major arterial, a residential collector, and three minor arterials. This work involved connecting the parking garages within the park directly to two freeway interchanges. The

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project also included civil engineering design for the Back of the House Team Building and Parking Structure, including the performance of a seismic analysis during construction.

**Broadway Improvements, Carson, CA.**

Mr. Cramsie served as project engineer for the preparations of street improvements plans for the rehabilitation of Broadway. The project length was approximately 2 miles. The project included site evaluation of existing curbs, sidewalks and driveways that required reconstruction, design of various pavement rehabilitation strategies, utility research and coordination and storm drain improvements. In addition to the street rehabilitation plans, signing and striping, traffic signal and traffic control plans were prepared in support of the street plans and include as part of the construction documents. Mr. Cramsie as prepared specifications, quantity take-off and cost estimates.

**Los Angeles County Fire Department Station 71, Malibu, CA.**

Mr. Cramsie served as project engineer/manager for the preparations of improvements plans for the civil/site improvements associated with the remove of the existing fire station building and the construction of a larger fire station. The project involved site grading, drainage, earthwork quantities, erosion control, utility research and coordination, preparation of WQMP and SWPPP. This project involved the coordination between Los Angeles County, city of Malibu and Caltrans as the project site is located along Pacific Coast Highway.

**Blue Diamond Plant, Victorville, CA.**

Mr. Cramsie served as project engineer for the preparations of improvements plans for the expansion of an asphalt batch plant in the city of Victorville. Mr. Cramsie was responsible for preparation of rough grading plans for a 32 AC site and utility research and coordination during the conceptual phase of the project. During the construction document phase of the project, his responsibility was for QA/QC of final design plans and documents.

**La Mirada Boulevard, La Mirada, CA.**

Mr. Cramsie served as project engineer for the preparation of traffic signal improvements for 3 separate traffic signals along La Mirada Boulevard as part of pavement rehabilitation project. Two of the traffic signals were modifications to existing traffic signals while the third was a new traffic signal installation. The plans were prepared and conform to County of Los Angeles Department of Public Works Traffic and Lighting Division standards.

**Good Shepherd Cemetery, Huntington Beach, CA.**

The project involved the preparation of traffic improvement plans for Talbert Avenue and Beach Boulevard in support of roadway improvements along the frontage of Good Shepherd Cemetery. Traffic improvements plans included signing and striping, traffic control and traffic signal modifications. A portion of the project fell under the jurisdiction of Caltrans while the remainder was in the city of Huntington Beach. Mr. Cramsie served as project engineer.

**Brookhurst Street Rehabilitation, Fountain Valley, CA.**

Mr. Cramsie served as the project engineer/manager for the preparation of plans for the rehabilitation for Brookhurst Street and Talbert Avenue. The project consisted of a conceptual and final design stage. The conceptual stage involved preparing a cost analysis on various pavement reconstruction/rehabilitation alternatives, provided recommendations for the removal and reconstruction of existing median curbs, curb and gutter, sidewalk and curb ramps for compliance with ADA requirements and preparation of a conceptual plan and cost estimate identifying recommendations for improvements. The final design stage involved the preparation of final construction documents, specifications and estimates, which incorporated final recommended improvements. The construction documents included street improvements, cross sections, utility improvements, detail and typical sections, and signing and striping plans.

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**Upendra L. Joshi, P.E.**

*Civil Engineering*

**Title:** Civil Engineer

**Office Location:** Industry, CA

**Years of Experience:** 16

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**Registration(s):**

Registered Professional Engineer, State of California,  
#C72535, 2007

M.S. Civil Engineering, Pavement Design, University of  
Mississippi, 2002

**Education:**

B.S. Civil Engineering, Bapuji Institute of Engineering  
and Technology, Davangere, India, 1996

**Professional Affiliations:**

American Public Works Association (APWA)  
Chi Epsilon Society

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**Overview**

Mr. Joshi has over 16 years of experience in the field of civil engineering. His background includes serving as the project engineer for a wide variety of projects. He has experience in civil engineering for transportation including site grading, drainage, erosion control, roadway design, interchange improvements and preparation of SWPPP.

**RELEVANT EXPERIENCE**

**Proctor Avenue Improvements, City of Industry, CA.**

Overlay and reconstruction of approximately 5000 feet of existing 5 lanes with curb & gutter, sidewalk. Responsible for design, preparation of typical sections, profile, construction cost and bidding documents. Coordination with utility companies and geotechnical team.

**Gale Avenue Improvements, City of Industry, CA.**

Overlay and reconstruction of approximately 10,500 feet of existing 5 lanes with curb & gutter, sidewalk. Responsible for design, preparation of typical sections, profile, construction cost and bidding documents. Coordination for utility relocation and geotechnical team.

**Puente Hills Mazda, City of Industry, CA.**

Construction of 28,000 square feet two story building with 100 parking spaces in 3.1 acres commercial land. In addition construction of 400 ft long retaining wall with wrought iron fence around the perimeter of the property. Responsible for construction management, engineering cost verification, design verification and implementation of site and parking areas, sub-consultants and general contractor coordination, verification and implementation of project schedule.

**Varner Rd./ Monterey Ave. Improvements, Thousand Palms, CA.**

Widening and reconstruction of approximately 7100 feet of existing 2 lanes to proposed 5 lanes with curb & gutter, sidewalk, sound wall and concrete barrier with glare screen at Caltrans right of way. Responsible for geometric design, preparation of typical sections, plan/profile, construction cost and bidding documents. Coordination for utility relocation, CALTRANS fact sheets and CALTRANS permitting, agencies coordination.

**I-215/Scott Road Interchange Improvements, Riverside, CA.**

Responsible for the design and improvements of I-215/Scott Road interchange on-ramps and off-ramps, including additional lanes. Preparation of SWPPP. Also responsible for Haun Road/Scott Road intersection improvements. Preparation and coordination for CALTRANS fact sheets.

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**Sean Calvillo, P.E.**

**Title:** Design Engineer  
**Office Location:** Irvine, CA  
**Years of Experience:** 6

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**Registration(s):**

Engineer-In-Training, State of California, #123247

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

**Education:**

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

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

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

ASCE 4-Hour Storm Water Quality Seminar

**Professional Affiliations:**

American Society of Civil Engineers (ASCE)  
Business Development Association, Orange County

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**Overview**

Mr. Calvillo has more than 6 years of experience in the field of civil engineering. He has worked on grading plans, site and street improvements, striping plans, SWPPP and SPCC preparation, and other various projects.

**RELEVANT EXPERIENCE**

**City Wide Pavement Rehabilitation, Laguna Beach, CA**

Conducted visual inspection and field measurements to evaluate the condition of over 4.2 million square feet of pavement on various streets throughout the City. Transferred field notes onto base map and data base and prepared the PS&E for pavement overlay and reconstruction.

**City Wide Pavement Rehabilitation, La Habra Heights, CA**

Conducted visual inspection and field measurements to evaluate the condition of over 900,000 square feet of pavement on twelve separate streets throughout the City. Transferred field notes onto base map and data base and prepared the PS&E for pavement overlay and reconstruction.

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

Developed grading plan for the 13.7 acre site. Design included a new gymnasium, fire lane access lane with parking, and a reconstructed parking lot surrounding the gymnasium. Conducted utility investigations and visited the site for inspections and data collection. Prepared the WQMP for the school and erosion control plan.

**Valley Boulevard Widening, Industry, CA.**

Prepared the horizontal control plan of 2200' for the widening of the major arterial.

**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.

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**Vladislav Skrejev, P.L.S.**  
*Survey Manager*

**Title:** Survey Manager  
**Office Location:** Industry, CA  
**Years of Experience:** 11

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**Registration(s):**

Licensed Land Surveyor, State of California, #8363,  
2006

**Professional Affiliations:**

California Land Surveyors Association (State and Local  
Chapters in Los Angeles and Orange County)

**Education:**

Master of Science in Geodesy, University of  
Architecture, Civil Engineering and Geodesy, Sofia,  
Bulgaria, 2000

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**Overview**

Mr. Skrejev has 11 years of experience in the survey industry. He has performed topographic, boundary, A.L.T.A., construction and control surveys. Throughout his career he has been involved in preparation of legal descriptions, final maps, survey data processing and calculation, and supervision of multitask projects involving application of various survey techniques. As a project manager he is proficient of preparing cost estimates of diverse projects, has directed and trained teams of technicians in doing research, abstracting, surveying field procedures and data processing. He is familiar with the latest trends in survey instruments and software, including static and RTK GPS, total stations, digital leveling, advance knowledge of survey data collection and processing, adjustment software and CADD.

**RELEVANT EXPERIENCE**

**Surveying**

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

Served as the Survey Manager responsible for cross section survey of approximately ½ mile of Harbor Blvd. and Adams Avenue as well as setting aerial targets and coordination with the aerial photogrammetrist for aerial mapping of the project site.

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

Served as the Survey Manager responsible for cross section survey of a 2-mile segment of this heavily traveled arterial.

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

Served as the Survey Manager responsible for cross section survey of 5,000 lineal feet of Joann Street bike trail along Harbor Blvd. and the east-west leg of the trail.

**Topographic Survey of Four Intersections for the Rosedale Traffic Mitigation, Azusa, CA.**

Served as the Survey Manager responsible for topographic survey mapping of four major arterial intersections. Design survey and mapping consisted of cross section at 50-ft intervals along approximately 7,000 feet of Foothill Blvd, Citrus Ave, San Gabriel Ave and Todd Ave. Work was completed on schedule.

**Boundary Survey – 600 Acres, City of Industry, CA.**

Responsible for the design and the establishment of a GPS network for horizontal survey control. Performed research, data processing, calculations and boundary analysis. Supervised and directed boundary map preparation.

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**GEO-ENVIRONMENTAL, INC.**

**Caltrans Certified  
DBE Firm**

**FARHAT H. SIDDIQI, PH.D., P.E.  
PRINCIPAL ENGINEER**

Dr. Siddiqi has over 40 years of experience in geotechnical engineering. His experience includes foundation design, slope stability analyses, landslide investigation, sediment transport, erosion control, soil liquefaction analyses, dewatering, field exploration, settlement analyses, pavement design, design and construction of earth and rockfill dams, earthquake engineering, geotechnical instrumentation, and soft ground improvement. These projects include industrial, commercial, and residential buildings, pipelines, landfills, infrastructure, power plants, dams and reservoirs.

#### **EDUCATION**

**Ph.D., Geotechnical Engineering, University of California, Davis, 1984**  
**M.S., Geotechnical Engineering, California State University, Sacramento, 1971**

**PROFESSIONAL REGISTRATION:** Civil Engineer, California No. 25287, 1975

#### **PROFESSIONAL AFFILIATIONS / MEMBERSHIPS**

American Society of Civil Engineers (ASCE)  
ASCE, Los Angeles Section, Geotechnical Chapter  
ASCE, Orange County Section, Geotechnical Chapter  
International Society of Soil Mechanics and Foundation Engineering (ISSMFE)  
Earthquake Engineering Research Institute (EERI)  
Member Steering Committee, Dept. of Civil and Environmental Engineering, UC Irvine  
Adjunct Professor, Department of Civil and Environmental Engineering, UC Irvine  
Association of State Dam Safety Officials  
National Center for Earthquake Engineering Research (NCEER)

#### **REPRESENTATIVE PROJECTS**

**Fairview Soundwall, Costa Mesa – As subconsultant to CNC**, Dr. Siddiqi performed soils investigation to formulate recommendations for the design, construction and grading operations for construction of a soundwall on Fairview Road at the I-405 Freeway.

**Broadway Street Improvements, City of Carson – As subconsultant to CNC**, Dr. Siddiqi performed soils investigation to formulate recommendations for the design and construction of pavement rehabilitation along a 2-mile segment of this arterial roadway in the City of Carson.

**La Mirada Boulevard in the City of La Mirada – As subconsultant to CNC**, Dr. Siddiqi Dr. Siddiqi performed soils investigation to formulate recommendations for the design and construction pavement rehabilitation along a 1.5-mile segment of this arterial roadway in the City of La Mirada.

**Southern Radial Road and California Avenue Extension, University of California, Irvine – Dr. Siddiqi** performed soils investigation to formulate recommendations for the design, construction and grading operations for the Southern Radial Road and California Avenue Extension located on the grounds of the University of California, Irvine.

**Compaction Grouting, Condominium Complex, Sunset Beach, Unincorporated area of Orange County – Supervised compaction grouting operations to improve the in-situ density of the on-site soils and designed a grouted curtain around the property to prevent inflow of pore-water pressures.**



**SECTION 3 PROJECT EXPERIENCE**

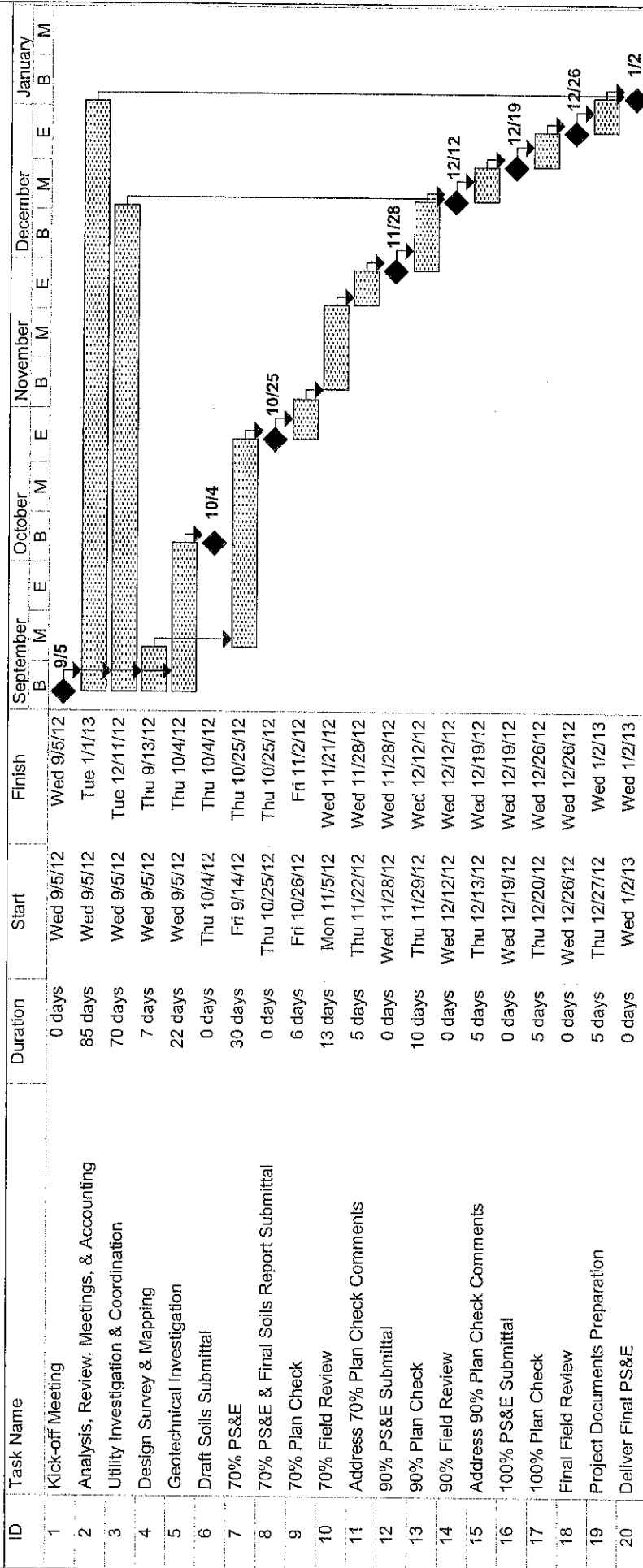
Organization	Contact	Project Name	Date Completed	Description of Services
<p><b>City of Costa Mesa</b> 77 Fair Drive, 4th Floor Costa Mesa, CA 92628</p>	<p>Fariba Fazeli, P.E. Director of Public Works Phone: (714) 754-5378 E-mail: <a href="mailto:ffazeli@ci.costa-mesa.ca.us">ffazeli@ci.costa-mesa.ca.us</a></p>	<p>Improvement of Alleys No. 61, 65, 80, 107 and 108</p>	<p>2009</p>	<p>CNC prepared final construction documents for five alleys throughout the City of Costa Mesa. Design addressed adjacent private properties including car ports and back yards to ensure adequate drainage relief and comparison of alternative pavement sections to minimize the cost. All five alleys had very mild longitudinal slopes. Design included providing alley drains with adequate slope for drainage relief while maintaining acceptable cross slopes without impacting adjacent private properties or existing surface utilities. All five alleys had several power poles with multiple overhead lines for power, telephone and cable service. Construction was completed within sixty (60) days without any complaints from the residents and no RFIs from the Contractor.</p>
<p><b>City of Laguna Beach</b> 505 Forest Laguna Beach, CA 92651</p>	<p>Mark Trestik, P.E. Assistant City Engineer Phone: (949) 497-0300 E-mail: <a href="mailto:mtrestik@lagunabeachcity.net">mtrestik@lagunabeachcity.net</a></p>	<p>City Wide Street Overlay, CIP # 325</p>	<p>2010</p>	<p>CNC prepared the plans, specifications and estimates for rehabilitation of over 4 million square feet of pavement on 120 streets throughout the City of Laguna Beach. Scope of work included pavement condition evaluation, topographic survey of pavement and drainage gutters, identification, analysis and comparison of costs and benefits of seven different types of seal coat materials, design of reconstruction, overlay and seal coat for existing pavement. CNC was also responsible for obtaining a permit from Caltrans for signal modification on Coast Highway and construction support services.</p>



**SECTION 3 PROJECT EXPERIENCE**

Organization	Contact	Project Name	Date Completed	Description of Services
<b>City of La Habra Heights</b> 1245 N Hacienda Rd La Habra Heights, CA 90631	Amad Qattan, P.E., Director of Public Works and City Engineer Phone: (562) 694-6302 Ext 230 E-mail: <a href="mailto:Aqattan@lhcity.org">Aqattan@lhcity.org</a>	Maintenance Zone 2 Street Rehabilitation	2010	Responsibilities included visual evaluation of over 900,000 square-feet of paved roadways throughout the city, study alternative seal coat materials for the City, preparation of PS&E for reconstruction, overlay and slurry seal, berms and inlets, construction inspection and management for the project.
<b>City of La Mirada</b> Public Works Department 13700 La Mirada Blvd La Mirada, CA 90638	Mr. Gary Sanui Project Coordinator Phone: (562) 902-2373 E-mail: <a href="mailto:gsanui@cityoflamirada.org">gsanui@cityoflamirada.org</a>	City-wide Street rehabilitation (ARRA2)	2010	CNC prepared the PS&E for the rehabilitation of the asphalt pavement and concrete sidewalks and construction of new or upgrade of existing curb ramps per ADA requirements along 2 miles of Valley View Ave and Escalona Road.
<b>City of Carson</b> 701 E. Carson St Carson, CA 90745	Farrokh Abolfathi, P.E. Principal Engineer Phone: (310) 830-7600 Ext. 1811 E-mail: <a href="mailto:Fabolfathi@carson.ca.us">Fabolfathi@carson.ca.us</a>	Broadway Improvements	2008	Developed parameters for implementing and testing pavement pulverization, visual evaluation of curbs, sidewalks and driveways, design of various pavement rehabilitation strategies, utility coordination and preparation of PS&E for pavement rehabilitation, signing and striping, traffic signal, street lighting layout and traffic control plans. The project length was approximately 2 miles and included 5 signalized intersections, over 120 street lights and 8 stages of construction.
<b>City of La Mirada</b> Public Works Department 13700 La Mirada Blvd La Mirada, CA 90638	Mr. Gary Sanui Project Coordinator (562) 902-2373 E-mail: <a href="mailto:gsanui@cityoflamirada.org">gsanui@cityoflamirada.org</a>	La Mirada Boulevard Improvements	2007	Prepared PS&E for pavement rehabilitation, driveway modification at the City Hall and reconstruction of over 30 curb ramps along a 2-mile stretch of this arterial highway. Responsibilities also included design survey and mapping, utility investigation and coordination, soils investigation, and preparation of signing and striping and traffic control plans.

# SECTION 4 PROJECT SCHEDULE CITY OF COSTA MESA - ALLEYS 010, 044, AND 104



Task  
 Split  
 Progress  
 Milestone  
 Summary  
 Project Summary  
 External Tasks  
 External Milestone  
 Deadline

Project Schedule  
Date: Fri 7/27/12





# CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

June 28, 2012

**Subject: REQUEST FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF ALLEYS No. 010, 044, AND 104**

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to provide professional services to complete preliminary engineering and final design (plans, specifications, and estimates [PS&E]) for the subject projects. The schedule is as follows:

<u>ENGINEERING SCHEDULE</u>	<u>DATE</u>
1. Proposal Received by the City	7/30/2012
2. Council Award of Consultant Contract	9/4/2012
3. Project Kick-off Meeting	9/5/2012
4. Draft Soil Report	10/8/2012
5. 70% Design Submittal (PS&E) and Final Soil Report	10/29/2012
6. 90% Design Submittal (PS&E)	12/3/2012
7. Deliver Final PS&E	1/14/2013

Enclosed is a Request for Proposals (RFP) to provide professional services for the subject projects. The proposal requirements and the necessary professional services required by the City are stated within the RFP. The consultant shall provide all services as requested in the RFP and stated in the submitted proposal.

## CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person for these projects is Maher Nawar, at (714) 754-5248. Please do not contact other staff members in reference to this RFP prior to the announcement of the award.

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## 2. CONTENT OF PROPOSAL

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

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

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

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

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

A fee proposal provided in a separate, sealed envelope for each project.

## 3. CONSULTANT SELECTION COMMITTEE

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

## 4. FEE PROPOSAL

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

4. The Consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures". The consultant shall submit (via certified mail) at least one set of construction plans to each of the utility companies at all stages (70%, 90%, and final plans).
5. The Consultant shall submit all utility correspondence to the City.

C. Design Survey

The Consultant shall plot the project design survey on 22" X 34" mylars at a horizontal scale of 1"=20' for the street projects and 1"=10' for the alley projects. Detailed design surveys i.e., cross-gutters, wheel chair ramps, driveways, etc., shall be plotted at a horizontal scale of 1" = 10'; reference all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on drawings; centerline bearings shall be referenced to a bearing of a latest recorded tract or parcel map nearest to the proposed site; provide stations based on and begun at nearest existing street intersection stations.

The Consultant shall provide the following minimum survey information:

- The Consultant shall perform a topographic survey and prepare base maps at 1"=20' for the street projects and 1"=10' for the alley projects. The base maps shall identify all existing street improvements, drainage structures, fire hydrants, utility facilities, landscaping, signs, street lights, existing storm drain system, etc., and other appurtenant improvements in the project areas.
- The design survey shall include the following: **Cross sections at 25-foot intervals**, with elevations at edge of pavement, and flow lines.
- The existing and proposed elevations for cross sections shall be plotted using 1"=1' vertical and a 1"=10' horizontal scale and will depict existing and proposed cross slopes. Cross sections will be part of the final construction drawings.
- The design survey shall also include all curb returns, driveways and driveway approaches (including width, X and Y), cross gutters and spandrels, missing WCRs , trees, grass, fences, retaining curbs, and irrigation systems which are a part of the construction documents. The design of WCRs shall be detailed at a 1"=10' scale; the consultant shall survey 25 feet beyond right-of-way (on private property) behind WCRs.
- The Consultant shall survey 20 feet beyond property line (on private property) along the driveway approaches and alley entrances and obtain elevations at 5-foot intervals.
- Establish ROW limits, property lines, house addresses, existing centerline, and precise locations of any and all utility poles, lines and easements, within the project limits.
- Notify occupants in writing at least five working days before performing survey work on private properties. The City must approve written communication before sending out by certified, return receipt mail.

- c. Existing and optimum moisture content at a depth of two and three feet from existing finished surface or existing grade.
  - d. Expansiveness of sub-grade material, caving potential, and water level.
  - e. Traffic indices and sand equivalency (the City will provide only average daily traffic volume based on 24 hours in both directions).
6. Calculate proposed pavement structural sections (20-year design life):
    - Full depth AC
    - Full depth PCC
    - PCC over Crushed Miscellaneous Base (CMB)
    - AC over CMB
    - Proposed alternatives by consultant after material testing for all projects.
  7. Analyze all proposed pavement structural sections with a recommendation of the most economical and effective section; incorporate fabric as necessary.
  8. Provide compaction requirements; sub-grade preparation; and treatment recommendations for wet, unsuitable, and/or saturated conditions. Provide depth and estimated quantity for needed over-excavation for incorporation into bid documents.
  9. Provide all necessary traffic control while performing fieldwork per the latest edition of the W.A.T.C.H. Manual.
  10. Obtain permits and provide protection of existing utilities: At least two working days before starting field work, the Consultant shall obtain all permits, licenses, and other requirements as necessary, and request utility companies to locate their facilities. The City will issue a no-fee permit for the boring work.
  11. Arrange and tabulate all soil information (existing and proposed) in table format.

F. Potholing of Existing Storm Drain and Traffic Signal Conduit Facilities (only the City-owned Utilities)

The Consultant shall include \$1,000 for each Alley as a separate item in the fee schedule for the City's use in case potholing is needed for City-owned storm drains and traffic signal conduit facilities as requested by the Consultant and approved in writing by the City's Project Manager. The Consultant will not be compensated for any other utility work from this item. Identifying all underground conflicting utilities is the key to a successful project. It is the Consultant's responsibility to ensure all utilities are properly identified and located on plans.

(power poles, water meters, mail boxes, home addresses within project limits, fences, tree planting and trimming, plants, grass, fences, hand rails, walkways and steps, decorative bricks/planters, pull boxes, walls, sprinkler system, etc., and transitional areas within ROW areas and areas beyond ROW (on private property).

7. Drawings shall include retaining curbs, transitional areas adjoining new improvements, AC slot paving, AC replacement and overlay, other items as specified in previous sections, and other related work as required. Transitions of new improvements to existing improvements (including on private properties) shall be designed and detailed.
8. The Consultant shall provide detailed drawings for WCRs, cross gutters and spandrels, C&Gs, sidewalks, alley entrance, driveways and driveway approaches. New PCC improvements shall comply with ADA regulations and requirements. Detailed drawings shall be at a 1"=10' scales.
9. The Consultant shall provide stations for all existing structures, project limits, centerlines of driveways, streets/alleys intersections, BCRs and ECRs, BCs and ECs; stations and dimensions of reconstruction areas (PCC, grass, etc.).
10. In addition, the Consultant shall remove and replace all existing corrugated metal pipe (CMP) within the public right-of-way; modify, repair, and/or replace existing catch basins as needed.
11. Prepare detailed plans for street intersections, showing existing and proposed improvements including elevations shown on a 10-foot grid system at a scale of 1" = 10'; provide elevations at TC, FL, EG, EP, BCRs, ECRs, ¼ and ½ curb return; profile street centerlines at a scale of 1" = 1'.
12. Traffic control plans are required and must provide for continuous driveway and pedestrian access at all times during the construction phase of the project. Prepare traffic control plans clearly identifying the staging and sequencing of construction. Construction traffic detouring shall provide ingress and egress to businesses and residents. Traffic control and detour information shall also be included in special provisions of project specifications.
13. Detail and identify setting new monuments or re-setting existing new monuments at all intersections, beginning and end of curves, and at all angles; provide drawings for each monuments including dimensions; PK nail or spike, and brass washer; and at least four control lead and tack swing ties.

#### I. Specifications

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

document files shall become the property of the City and will be used subsequently by the City or its assignees without the Consultant's consent and/or additional compensation.

L. Bidding and Construction Phase Services

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

9. CITY RESPONSIBILITIES

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

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

10. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

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

11. RIGHT TO REJECT ALL PROPOSALS

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

12. SUMMARY

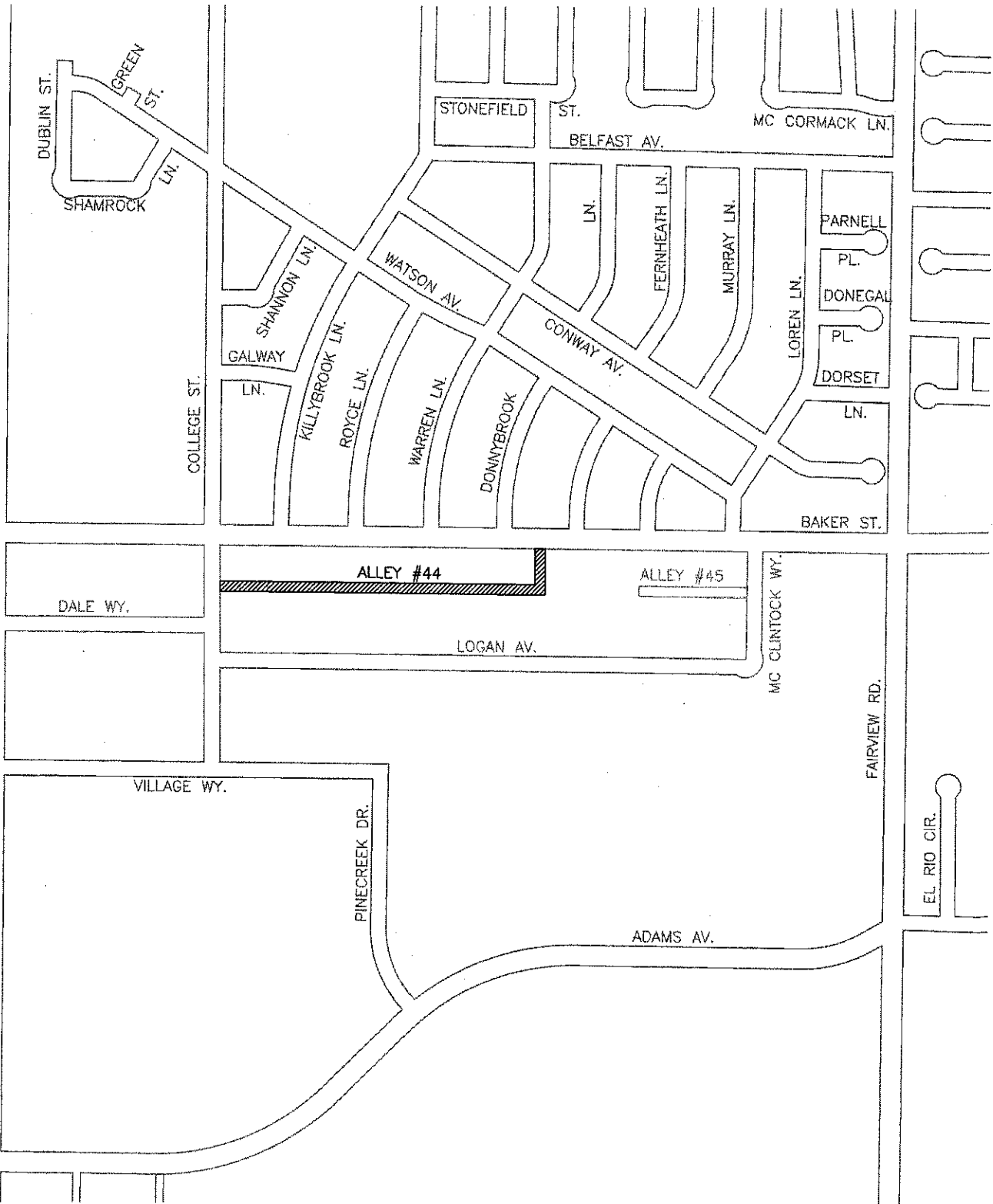
The City appreciates participation, and the intent of this RFP is to establish the minimum Consultant services required. Prior to awarding a contract, all insurance documents must be submitted and approved.



# CITY OF COSTA MESA Public Services/Engineering

DATE

PL.



## CITYWIDE UNIMPROVED ALLEYS ALLEY #44



**EXHIBIT B**

**FEE PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES**



July 30, 2012

Mr. Maher Nawar, P.E.  
City of Costa Mesa, Public Services/Engineering  
77 Fair Drive, 4th Floor  
Costa Mesa, CA 92628-1200

**Subject: Fee Proposal for Professional Engineering Services for the Design of Alleys No. 010, 044 and 104**

Dear Mr. Nawar:

CNC Engineering (CNC) is pleased to submit our fee proposal to provide consulting engineering services for the preparation of plans, specifications and construction support services for rehabilitation of Alleys No. 010, 044 and 104. Attachments "A" through "C" show the hourly breakdown for performance of individual project tasks for each of the three (3) alleys. The total not to exceed fee for performance of the services as outlined in the technical proposal is as follows:

Alley No.	Fee	Hourly Breakdown Matrix
010	\$12,175	Attachment "A"
044	\$15,580	Attachment "B"
104	\$13,455	Attachment "C"
<b>Total</b>	<b>\$41,210</b>	Attachment "D"

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 project. Should we have the good fortune to be selected by the City of Costa Mesa as the most qualified team for this project, we will be available to meet with you to discuss any portion of our scope, schedule or fee presented in this proposal.

Respectfully Submitted,  
**CNC Engineering**



Sean Nazarie, P.E.  
Director of Engineering

Attachments

**ATTACHMENT "A"**  
**ALLEY 010 IMPROVEMENTS**  
**PREPARED FOR CITY OF COSTA MESA**  
**PREPARED BY: CNC ENGINEERING**  
**DATE: JULY 30, 2012**

TASK	DESCRIPTION	PROJ MGR	QA/QC MGR	SURVEY MGR	PROJ ENGR	CADD TECH	SURV CREW	Admin	SUB CONTRACT LUMP SUM	EST TOTAL HRS	EST TOTAL COST
A	Analysis, Review, Meetings & Acctg	2			2			\$60		4	\$550
B	Utility Investigation & Coordination				1	4				5	\$485
C	Design Survey & Mapping			1		4	6			11	\$1,475
D	Field Engineering				4					4	\$500
E	Geotechnical Investigation				1				\$950	1	\$1,075
F	Potholing of City Owned Facilities								\$1,000	0	\$1,000
G	Construction Documents		1		2	4		1		8	\$820
H	Plans		3		6	20				29	\$3,000
I	Specs	1	1		4					6	\$800
J	QCE		1		2	4				7	\$760
K	Project Document Submittal				2	2				4	\$430
L	Bidding and Construction Services	1			2			1		6	\$680
i	Mileage & Delivery										\$200
ii	Reprographics										\$400
<b>ESTIMATED LABOR HOURS</b>										<b>79</b>	
<b>ESTIMATED TOTAL LABOR COSTS</b>											<b>\$12,175</b>

**Staff:**

Sean Nazarie, Project Manager  
Eduardo Pereira, QA/QC Manager  
James Cramsie, Design Engineer  
Lino Sacman, CADD Technician

Vladislav Skrejev, Survey Manager  
Mike Andreas, Survey Party Chief  
Amber Barbin, Administrative Assistant

**ATTACHMENT "B"**  
**ALLEY 044 IMPROVEMENTS**  
**PREPARED FOR CITY OF COSTA MESA**  
**PREPARED BY: CNC ENGINEERING**  
**DATE: JULY 30, 2012**

TASK	DESCRIPTION	PROJ MGR	QA/QC MGR	SURVEY MGR	PROJ ENGR	CADD TECH	SURV CREW	Admin	SUB CONTRACT LUMP SUM	EST TOTAL HRS	EST TOTAL COST
		\$150	\$150	\$125	\$125	\$90	\$165	\$60			
A	Analysis, Review, Meetings & Acctg	2			2					4	\$550
B	Utility Investigation & Coordination				2	8		2		12	\$1,090
C	Design Survey & Mapping			1		8	8			17	\$2,165
D	Field Engineering				4					4	\$500
E	Geotechnical Investigation				1				\$1,400	1	\$1,525
F	Potholing of City Owned Facilities								\$1,000	0	\$1,000
G	Construction Documents		1		2	8		1		12	\$1,180
H	Plans		4		8	30				42	\$4,300
I	Specs	1	1		4					6	\$800
J	QCE		1		2	4				7	\$760
K	Project Document Submittal				2	2				4	\$430
L	Bidding and Construction Services	1			2			1		6	\$680
i	Mileage & Delivery										\$100
ii	Reprographics										\$500
<b>ESTIMATED LABOR HOURS</b>										<b>109</b>	
<b>ESTIMATED TOTAL LABOR COSTS</b>											<b>\$15,580</b>

**Staff:**

Sean Nazarie, Project Manager  
 Eduardo Pereira, QA/QC Manager  
 James Cramsie, Design Engineer  
 Lino Sacman, CADD Technician

Vladislav Skrejev, Survey Manager  
 Mike Andreas, Survey Party Chief  
 Amber Barbin, Administrative Assistant

**ATTACHMENT "C"**  
**ALLEY 104 IMPROVEMENTS**  
**PREPARED FOR CITY OF COSTA MESA**  
**PREPARED BY: CNC ENGINEERING**  
**DATE: JULY 30, 2012**

TASK	DESCRIPTION	PROJ MGR	QA/QC MGR	SURVEY MGR	PROJ ENGR	CADD TECH	SURV CREW	Admin	SUB CONTRACT LUMP SUM	EST TOTAL HRS	EST TOTAL COST
		\$150	\$150	\$125	\$125	\$90	\$165	\$60			
A	Analysis, Review, Meetings & Acctg	2			2					4	\$550
B	Utility Investigation & Coordination				1	4				5	\$485
C	Design Survey & Mapping			1		8	8			17	\$2,165
D	Field Engineering				4					4	\$500
E	Geotechnical Investigation				1				\$950	1	\$1,075
F	Potholing of City Owned Facilities								\$1,000	0	\$1,000
G	Construction Documents		1		2	4		1		8	\$820
H	Plans		4		6	20				30	\$3,150
I	Specs	1	1		4	4				10	\$1,160
J	QCE		1		2	4				7	\$760
K	Project Document Submittal				2	4				6	\$610
L	Bidding and Construction Services	1			2			1		6	\$680
i	Mileage & Delivery										\$100
ii	Reprographics										\$400
<b>ESTIMATED LABOR HOURS</b>										<b>92</b>	
<b>ESTIMATED TOTAL LABOR COSTS</b>											<b>\$13,455</b>

**Staff:**  
Sean Nazarie, Project Manager  
Eduardo Pereira, QA/QC Manager  
James Cramsie, Design Engineer  
Lino Sacman, CADD Technician

Vladislav Skrejev, Survey Manager  
Mike Andreas, Survey Party Chief  
Amber Barbin, Administrative Assistant

**ATTACHMENT "D"**

TOTAL FEE FOR ALLEYS 010, 044 AND 104  
 PREPARED FOR CITY OF COSTA MESA  
 PREPARED BY: CNC ENGINEERING  
 DATE: JULY 30, 2012

TASK	DESCRIPTION	PROJ	QA/QC	SURVEY	PROJ	CADD	SURV	Admin	SUB	EST	EST
		MGR	MGR	MGR	ENGR	TECH	CREW		CONTRACT	TOTAL	TOTAL
		\$150	\$150	\$125	\$125	\$90	\$165	\$60	LUMP SUM	HRS	COST
A	Analysis, Review, Meetings & Acctg	6	0	0	6	0	0	0		12	\$1,650
B	Utility Investigation & Coordination	0	0	0	4	16	0	2		22	\$2,060
C	Design Survey & Mapping	0	0	3	0	20	22	0		45	\$5,805
D	Field Engineering	0	0	0	12	0	0	0		12	\$1,500
E	Geotechnical Investigation	0	0	0	3	0	0	0	\$3,300	3	\$3,675
F	Potholing of City Owned Facilities	0	0	0	0	0	0	0	\$3,000	0	\$3,000
G	Construction Documents	0	3	0	6	16	0	3		28	\$2,820
H	Plans	0	11	0	20	70	0	0		101	\$10,450
I	Specs	3	3	0	12	4	0	0		22	\$2,760
J	QCE	0	3	0	6	12	0	0		21	\$2,280
K	Project Document Submittal	0	0	0	6	8	0	0		14	\$1,470
L	Bidding and Construction Services	3	0	0	6	0	0	3		18	\$2,040
i	Mileage & Delivery										\$400
ii	Reprographics										\$1,300
<b>ESTIMATED LABOR HOURS</b>		<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	
<b>ESTIMATED TOTAL LABOR COSTS</b>											<b>\$41,210</b>

**Staff:**

Sean Nazarie, Project Manager  
 Eduardo Pereira, QA/QC Manager  
 James Cramsie, Project Engineer  
 Lino Sacman, CADD Technician

Vladislav Skrejev, Survey Manager  
 Mike Andreas, Survey Party Chief  
 Amber Barbin, Administrative Assistant

**EXHIBIT C**  
**CONSULTANT'S CERTIFICATE OF LIABILITY INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/8/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> Wood Gutmann & Bogart License #0679263 15901 Red Hill Ave., Suite 100 Tustin CA 92780	<b>CONTACT NAME:</b> Darlene Martinez <b>PHONE (A/C No. Ext):</b> 714-505-7000 <b>E-MAIL ADDRESS:</b> DarleneM@wgbib.com	<b>FAX (A/C No.):</b> 714-573-1770
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CNCEN-1 CNC Engineering Inc. DBA CNC Engineering 1 Corporate Park Ste. 101 Irvine CA 92606	<b>INSURER A:</b> Peerless Insurance Company <b>NAIC #</b> 24198	
	<b>INSURER B:</b> Golden Eagle Insurance Corp. <b>10836</b>	
	<b>INSURER C:</b> Endurance American Specialty	
	<b>INSURER D:</b> Explorer Insurance Co.	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1675682303      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CBP9599149	5/25/2012	5/25/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$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 checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8440326	5/25/2012	5/25/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			CU9599349	5/25/2012	5/25/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WSD5005554-02	5/25/2012	5/25/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			PPL10002103802	5/25/2012	5/25/2013	Each Claim \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Alley's No. 010, 044 and 104

City of Costa Mesa is named as additional insured on the General Liability per attached CG 20 10 07 04. Primary wording applies per attached 22 111 01 07.

**CERTIFICATE HOLDER**      **CANCELLATION**

City of Costa Mesa Public Services/Engineering 77 Fair Drive, 4th Floor Costa Mesa CA 92628	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



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

**AMENDMENT OF OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to provision a. Primary Insurance of paragraph 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

- (1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

**B. For the purposes of this endorsement the following is added to SECTION V – DEFINITIONS:**

"Additional insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.

Policy Number: CBP9599149	
Coverage Is Provided In <b>GOLDEN EAGLE INSURANCE CORPORATION</b>	
<b>Named Insured:</b> C&C ENGINEERING INC (DBA) CNC ENGINEERING REFER TO NAMED INSURED SCHEDULE	<b>Agent:</b> WOOD GUTMANN & BOGART INSURANC E BROKERS Agent Code: 4292828      Agent Phone: (714)-505-7000

**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 Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p><b>ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT, AGREEMENT OR PERMIT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY TO PROVIDE INSURANCE SUCH AS IS AFFORDED UNDER THIS COVERAGE PART.</b></p> <p><b>SCHEDULED LOCATIONS OF COVERED OPERATIONS:                      ANY LOCATION AT WHICH YOU PERFORM WORK DESCRIBED IN WRITING IN THE CONTRACT, AGREEMENT OR PERMIT FOR A PERSON OR ORGANIZATION THAT HAS BEEN QUALIFIED AS AN ADDITIONAL INSURED UNDER THE TERMS OF THIS ENDORSEMENT</b></p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

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 location 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.

## EXHIBIT D

### 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;

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- 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;

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- 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.