CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
CIVIL SOURCE

THIS AGREEMENT is made and entered into this 18th day of February, 2014 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CIVIL SOURCE, a California Corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-site inspection and construction management services for various City's Capital Improvement Program Projects, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B", both 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 department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Two Hundred Thousand Dollars ($200,000.00).

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2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twenty four (24) months, ending on February 18, 2016, 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 based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

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

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "F" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City 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:	IF TO CITY:
Civil Source	City of Costa Mesa
9890 Irvine Center Drive	77 Fair Drive
Irvine, CA 92618	Costa Mesa, CA 92626
Tel: 949-585-0477	Tel: 714-754-5378
Fax: 949-585-0433	Fax: 714-754-5028
Attn: Amy Amirani, PE	Attn: Fariba Fazeli

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
Chief Executive Officer

_____ Date: _____
Department Director

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

_____
City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

_____ Date: 01/29/14

City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Project Manager

EXHIBIT A

REQUEST FOR PROPOSALS

CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

November 25, 2013

SUBJECT: **REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE STAFF SUPPORT FOR VARIOUS CAPITAL IMPROVEMENT PROGRAM PROJECTS**

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to submit resumes of candidates to provide on-site inspection and construction management services for various City's Capital Improvement Program Projects. The schedule is as follows:

ENGINEERING SCHEDULE		**DATE**
1.	Proposal Received by the City	12/30/13
2.	Interviews with selected candidates	01/02/14 to 01/03/14
3.	Award Professional Services Agreement	01/21/14
4.	Start work	01/22/14

Enclosed is a Request for Proposals (RFP) to provide professional services. 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 is Ms. Fariba Fazeli, at (714) 754-5378. Please do not contact other staff members in reference to this RFP prior to the announcement of the award.

PROPOSAL SUBMITTAL REQUIREMENTS

Please submit three (3) copies of each candidate (up to five candidates) with their respective hourly rate no later than 11:00 a.m., on Monday, December 30, 2013. All proposals shall be delivered or mailed to:

Fariba Fazeli, P. E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

Mailing Address:
P.O. Box 1200, Costa Mesa, CA 92628-4193

Sincerely,

Fariba Fazeli, P. E.
City Engineer

PHONE: (714) 754-5335 FAX: (714) 754-5028 TDD: (714) 754-5244
www.costamesaca.gov

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE STAFF SUPPORT FOR VARIOUS CAPITAL IMPROVEMENT PROGRAM PROJECTS

1. INTRODUCTION

In order to move forward with the City's Capital Improvement Program (CIP) projects, a construction manager and construction inspectors are needed to oversee the completion of Council-approved CIP projects.

The scope of work for this contract requires the consultant to provide a Professional Engineer to oversee the construction of various CIP projects in the capacity of a Construction Manager and construction inspectors on an as needed basis. This includes, but is not limited to, preparation of Requests For Proposals for Professional Engineering and/or Architectural Services, review and plan check of construction documents, review and manage consultants and/or contractors' activities and performance, advertise projects for construction, negotiate contract change orders, monitor project schedules, provide construction management, and administer all federally funded projects (i.e. award package, reimbursement request, material testing and inspection, final report, DBE and labor compliance, etc.). The consultant shall also provide one or two public works' inspectors on an as needed basis. The inspectors must have extensive knowledge of various public works' projects such as concrete, asphalt, storm drain, traffic signal, grading, landscaping, irrigation, electrical, etc.

Below is a list of CIP's projects and their status:

PROJ. NO.	PROJECT NAME AND STATUS
1	ANAHEIM/SUPERIOR STORM DRAIN AND STORMWATER MITIGATION PROJECT: This project consists of installation of Reinforced Concrete Box on Anaheim Avenue and Detention/Infiltration system at Lions Park. • Complete the construction documents and advertised for construction by March 2014.
2	PACIFIC AVENUE AND CANYON DRIVE STREET IMPROVEMENT PROJECT: This project consists of reconstruction of damaged curb & gutter, sidewalks, driveways, cross gutters and mill and AC overlay. • This project is being advertised for construction • Begin construction in March 2014.
3	2013-2014 CITYWIDE STREET REHABILITATION: This project consists of mill & AC overlay and/or slurry seal application of the streets located within the Mesa North, Westside, Upper and Lower Bird and area around the Trinity Church neighborhoods. • This project is being advertised for construction • Begin construction in March 2014.
4	2013-2014 CITYWIDE PARKWAY REPAIR AND NEW SIDEWALK CONSTRUCTION: This project consists of citywide removal and construction of damaged curb & gutter, sidewalks, driveways and cross gutters • This project is being advertised for construction. • Begin construction by January 2014.
5	2013-2014 CITYWIDE UNIMPROVED ALLEYS: This project consists of removal of the existing pavement and construction of concrete pavement of several alleys with concrete pavement. • This project is being advertised for construction • Begin construction in March 2014.

PROJ. NO.	PROJECT NAME AND STATUS
6	<u>2013-2014 CDBG STREET AND ALLEY IMPROVEMENT PROJECT:</u> This project consists of rehabilitation of alleys and streets within the CDBG area. • This project is being advertised for construction • Begin construction in March 2014.
7	<u>VICTORIA/VALLEY INTERSECTION IMPROVEMENTS:</u> This project consists of reconstruction of the north leg of the intersection and traffic signal modifications. • The construction has been awarded.
8	<u>WEST 19TH STREET IMPROVEMENTS:</u> This project consists of construction of a right turn lane into the Tower on 19th Street, pedestrian signal replacements, and street light modifications. This project is federally funded. • The construction has been awarded.

The consultant's candidates must have at least ten (10) years prior experience for similar types of projects. All candidates will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, timely performance, ability to meet the project schedule, and an understanding of the project.

2. CONTENT OF PROPOSAL

To maintain uniformity, your proposal must be limited to ***five candidates*** (include each candidate's resume and hourly rate.

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 candidate will be based on the technical information and qualifications presented in the resume, reference checks, and other information, which will be gathered independently.

4. PROFESSIONAL SERVICES AGREEMENT

The City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.

The City will not permit reduction in the City's "Scope of Consultant Services" without written approval.

5. INSURANCE REQUIREMENTS

General Liability:	$1,000,000
Automobile Liability:	$1,000,000
Workers Compensation and Employers' Liability:	$1,000,000
Professional Liability:	$1,000,000

Additional and primary Insurance endorsements shall include City of Costa Mesa

6. 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.

EXHIBIT B
CONSULTANT'S PROPOSAL

CivilSource
9890 Irvine Center Drive
Irvine, CA 92618
Tel: 949.585.0477
Fax: 949.585.0433
www.civil-source.com

Frank Sanchez, PE

Project/Construction Manager

Profile:

Mr. Frank Sanchez has 22 years of management level experience in public works department infrastructure improvement and maintenance programs with an emphasis in public agency budgeting, project implementation, project design, PS&E development, contract bidding, award administration, employee development, construction management and project closure reporting. He began his professional career in the Road Maintenance Division at the County of Los Angeles and soon progressed to senior level engineering and construction management positions within other municipal agencies. He possesses refined negotiation skills and a demonstrated ability to reach consensus among internal departments as well as outside agencies, including Federal, State, City and other local organizations. He has experience in directing and managing public works departmental staff and has provided project management and technical support on a number of projects and programs.

Registration:
Civil Engineer, California #61326
Education:
B.S., Civil Engineering, California State University, Long Beach M.S., Civil Engineering, California State University, Long Beach

Experience:

Project Manager, City of Lynwood – Managed the design, funding and construction of public works capital improvement projects for street, park, storm water and other public facilities projects. Development of plans specifications and engineering estimates. Management and oversight of public works inspection staff for all types of capital improvement projects. Administration and construction support. Highlights include:

- Responsible for project management of the 6 million dollar measure "R" bond funded local street rehabilitation program for City of Lynwood, Public Works Department.
- Providing project management and construction support for local street rehabilitation projects funded with Measure "R" bond funds. Tasks included review of streets for rehabilitation application.
- Combined the design and administration of multiple proposition "C" funded collector street segments with a 1.9 million dollar budget into one unit price based contract, resulting in economy of scale cost savings and overall simplification of staff administration efforts.
- Successfully administered ISTEA and SAFETEA - LU federal projects in accordance with the Caltrans local assistance procedures manual.
- Selected, directed and managed consultant architects and engineers as required in order to meet department goals and objectives.
- Supervised and trained junior engineers for road rehabilitation and reconstruction projects resulting in overall high skills performance and product quality assurance.

Senior Civil Engineer, City of Downey Department of Public Works – Functioned as Senior Civil Engineer In responsible charge of public works projects as related to City of Downey street, utility and facilities improvements. Managed and administered consultant contracts for design, construction inspection, materials testing, right-of-way acquisition and relocation assistance. Responsible for development and construction of in-house designed street rehabilitation projects. Oversight of construction inspectors for overall quality assurance and quality control of construction projects. Highlights include:

- Programmed and implemented a city wide unit price based "as needed" repairs and minor public works improvements contract in response to resident and organizational demands to address emergency sidewalk, roadway, facility improvements and repairs.

- Successfully administered ISTEA and SAFETEA – LU federal projects in accordance with the Caltrans local assistance procedures manual.
- Selected, directed and managed consultant architects and engineers as required in order to meet department goals and objectives.
- Supervised and trained junior engineers for road rehabilitation and reconstruction projects resulting in overall high skills performance and product quality assurance.

Civil Engineer, City of Long Beach Department of Public Works – Involved in all aspects of public works projects including managing the design, funding and construction of public works capital improvement projects for street, park, storm water and other public facilities projects. Responsible for increasingly complex tasks as required in order to meet department goals and objectives. Strong background in design and project management and has acted in the Senior Engineering capacity when required as called upon.

- Provided construction management and construction support services for Cesar Chavez Park and Community Center construction contracts Phase I and Phase II.
- Served as City of Long Beach FEMA Floodplain Plane Coordinator in charge of floodplain issues, determination of property flood zone designation, processing of Letters of map revision and management of the city's participation in the Community Rating System (CRS)
- Successfully administered ISTEA and SAFETEA – LU federal projects in accordance with the Caltrans local assistance procedures manual.
- Selected, directed and managed consultant architects and engineers as required in order to meet department goals and objectives.

Associate Civil Engineer, City of Long Beach Department of Public Works – Performed engineering tasks in the planning, design, estimating and construction of City of Long Beach street, utility, park facility, buildings and other structures in accordance with City of Long Beach standards.

Assistant Civil Engineer, City of Long Beach Department of Public Works – Assisted senior engineers in the development of plans and specifications for various public works improvement projects. Tasks included drafting, technical writing and collection and investigations of plans and standards.

Project/Construction Manager, Silverado Canyon Contractors – Fully responsible for the overall operation of a project to include the safety and well-being of all project team members. Complete projects to the satisfaction of the Owner consistent with cost, schedule and contractual requirements. Manage and oversee construction administration and management activities of construction projects. Supervise and assign the activities of project team and subconsultants, review construction progress payments, costs, budgets, and schedules, and negotiate change order. Schedule and manage subcontractors and make sure that subcontracts are followed. *Project experience included the 271 Toll Road.*

Assistant Engineer, County of Los Angeles Road Maintenance Division – Responsibilities involved participating in the inspection of a variety of construction work in the city right-of-way and facilitating the design, maintenance, modification of existing improvements; participating in the development of the budget and submitting budget recommendations; and prepare specifications and cost estimates.

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Daniel Ojeda, PE

Project/Construction Manager

Profile:

Mr. Dan Ojeda is a highly qualified Project Manager and Professional Engineer with over forty years of experience in public works and city engineering with various size Southern California public agencies. His specific experience includes: countless capital improvement projects of all types (planning, funding, design & construction), land development and permitting, traffic engineering, transportation planning and grant implementation, water, sewers, storm drains, buildings, facility maintenance, waste management, street sweeping, and pavement management. He also has extensive experience in the development and implementation of capital and operating budgets as well as staff supervision and development.

Registration/Affiliations:
Civil Engineer, California #36988 American Public Works Association (APWA), American Society of Civil Engineers (ASCE), American Concrete Institute (ACI), Construction Institute (CI), International Code Council (ICC), National Management Association (NMA), Construction Management Association(CMA), City & County Engineers Association (Los Angeles County), City Traffic Engineers (Southern California), American Water Works Association (AWWA), Green Building Council (GBC), Green Thinker Network (GTN), League of California Cities Public Works Officers, Association of California Water Agencies (ACWA).
Education:
B.S.C.E. – California State University at Long Beach, Long Beach, CA. Construction Management Certificate Program, UCLA

Experience:

Director of Public Works/City Engineer, City of Lynwood – Managed an 85-person Public Works Department which provides service in the areas of: administration, building maintenance, capital projects, city engineering, fleet maintenance, NPDES, recycling, sanitation, sewer, street lighting, street maintenance, traffic and transportation (city trolley), and water. The annual Department operating budget is approximately $16M. Highlights include:

- Completed design and obtained the funding for a new $12M Civic Center Complex for the City of Lynwood. The project provides future growth and is an energy efficient "green" building.
- Compiled approximately $8M in funding for much needed reconstruction of local and residential streets throughout the City of Lynwood; by pledging future gas tax funds and selling municipal bond funds. The City's streets were in dire need of repair and the improvements were overwhelmingly well received by the community.
- As Lynwood's representative to the Gateway Cities Council of Governments (GCCOG), served on the I-710 Freeway Freight Corridor project Technical Advisory (TAC) and Environmental Committees. Voice the City's concerns regarding traffic and environmental impacts and submitted various projects for impact/mitigation grant funds.
- Served as Board member from the City of Lynwood to the Gateway Water Management Authority (GWMA); whose mission is to look at local Gateway Cities' water supplies from an Integrated Regional Water Management Planning (IRWMP) perspective. Develop water supply and recycling projects for possible grant funding.
- Completed design and obtained the funding for a new $12M Civic Center Complex for the City of Lynwood. The project provides future growth and is an energy efficient "green" building.

- Compiled approximately $8M in funding for much needed reconstruction of local and residential streets throughout the City of Lynwood; by pledging future gas tax funds and selling municipal bond funds. The City's streets were in dire need of repair and the improvements were overwhelmingly well received by the community.

Engineer-Transportation Planning, Public Works Department & Director Architecture & Engineering Department, County of San Bernardino, CA – Planning and budgeting of major county road facilities & transportation grant administration; also managed the Architecture & Engineering Dept. which administered the county's capital projects program comprised of major ($22M new juvenile hall & $24M courthouse seismic retrofit) and minor building construction and remodels of all types. Also, airports, water systems, detention centers, parking lots, facility mechanical systems etc. Highlights include:

- Managed the design and construction of a new High Desert Juvenile Hall ($10M) and the Seismic Retrofit/Modernization project ($24M) of the San Bernardino Central Courthouse for the County of San Bernardino.

Director of Construction & Assistant Director of Public Works, City of Industry – Supervision of a Public Works Department managing capital projects of all types including: streets, sewers, golf course and hospital facilities, grade separations, water systems, street maintenance, traffic signals, and development permits. Also, staff and budget supervision. Highlights include:

- Supervised the design and construction of the 7th Street and Union Pacific Rail Road (UPRR) grade separation project ($14M) for the City of Industry.

Deputy Director, Engineering and Development Department, City of San Diego – Managed a 115 person Field Engineering Division which administered the city's capital projects construction program; approximately $256M valuation per year; also provided inspection and materials testing for land development projects. Also served as liaison with Caltrans, Association of General Contractors, and Building Industry Association. Also responsible for budget and staff supervision. Highlights include:

- Reduced contract change orders by implementing an internal preconstruction plan checking system based on expedited turnaround times and a Dispute Resolution process with buy-in from the Associated General Contractors (AGC) of San Diego.
- Led the effort to implement "PARTNERING" as a standard procedure on the City of San Diego's major capital construction projects. Partnering is known to help minimize construction delays and extra costs by enhancing the communication between all of the project stakeholders.
- Supervised the design and construction of a new City of San Diego Field Engineering Division office facility including a new materials testing lab. The new offices centralized operations and improved efficiency and communication at all levels.

Senior Construction Engineer, City of Santa Ana – Managed a fourteen person Field Engineering Division which administered the City's capital projects construction program. Staff services provided included: design plan checking, construction management, field surveys, and inspection for all types of projects and development permits including; streets, water, sewer, traffic signals, parks, and building facilities.

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www.civil-source.com

Peter Salgado, PE

Project/Construction Manager

Profile:

With over 17 years of experience, Peter has managed and delivered a variety of public works projects including street improvements; vertical construction and tenant improvements; and water, sewer, and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state, and federal procedures.

In the course of project management, his specific duties include coordinating work of project staff; supervising construction managers and inspectors; managing design development and construction oversight; reviewing project plans, specifications, and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; preparing and presenting City Council/Board Staff Reports; facilitating work related to warranties; and managing project closeout.

Registration:
Civil Engineer, California #63159
Education:
B.S., Civil Engineering, California State Polytechnic University, Pomona

Experience:

Ball Road and Bloomfield Street Storm Drain and Intersection Improvements, City of Los Alamitos – Construction Manager for this $1 million project to install 1400 lf of storm drain pipe and rehabilitate adjacent roadway. As this project was a joint venture funded by both the City of Los Alamitos and Cypress, Peter was responsible for coordinating construction and work progress with both agencies. The project included extensive utility coordination in order to facilitate start of construction. The designed alignment of the storm drain conflicted with multiple utility facilities including water, gas, oil, electric and sewer lines.

Sidewalks Districts 2 & 3 (CDBG), Alley Improvements Citywide (CDBG) and ADA Accessible Path of Travel, City Of Pomona – Construction Manager for this CDBG funded project that included citywide sidewalk and curb ramp improvements. Responsibilities included schedule and cost control, submittal review, change order negotiations and processing, stakeholder coordination, quantity tracking for progress pay applications, and project closeout.

Citywide Street Lights Project (CDBG), City of Pomona – Construction Manager for a $250,000 street lights project. Project included the removal and installation of approximately 50 street lights in several residential areas.

Street Lights on Corporate Center Drive, City of Pomona – Construction Manager for $208,000 street light ptoject. Project consisted of the removal of 41 existing street lights and foundations along Corporate Center Drive and the installation of 19 new City standard street lights with new conduit runs along the center median

Trabuco Road Widening and Streetscape, City of Lake Forest – Construction Manager. A $2.5 million project along Trabuco Road from Bake Parkway to Lake Forest Drive that provides streetscape improvements to enhance traffic calming along this segment of the roadway. Improvements include: asphalt overlay and reconstruction; construction of curbs and gutters, enhanced crosswalks, bike lanes, sidewalks, driveways and driveway approaches, several block walls, and a wrought iron fence; pavement striping, markings, and markers; traffic signal improvements; installation of roadway signs and lighting; as well as raised landscaped median, parkway landscaping and irrigation improvements.

FY11-12 Slurry Seal Program, City of Torrance – Project Manager overseeing inspection team for an estimated 5.3 million square feet of residential streets treated with a cape seal or slurry seal. In addition, the project also provided slurry seal for 8 City-owned parking facilities, including lots at the Public Works Yard, City Hall, Victor Park, Lago Seco Park, Walteria Park, and Wilson Park. $1.3M

2008-2009 Annual Street Improvements, City of Santa Monica – Project Manager for this $4 million project to improve streets, sidewalks and parking lots citywide. Specific issues included multiple agency and utility coordination. Scope of work included over 50,000 sf of sidewalks; 20 ADA ramps; 10,000 sf of driveways; 12,000 lf of curb and 18,000 lf of gutter plate.

2011/2012 and 2012/2013 Annual Street Improvements, City of Santa Monica – Project Manager for the City's annual maintenance projects to improve streets, sidewalks and parking lots citywide.

Trabuco Road Street Resurfacing ESPL-5469(013), City of Lake Forest – Construction Manager for this 1.5-mile, $573,000, federally-funded ARRA project. Scope of work included cold milling; reinforcement fabric installation; asphalt overlay; construction of curb, gutter and sidewalk; removal and replacement of existing asphalt; utility coordination; and installation of traffic striping.

8th Street and Pier Avenue Improvements ESPL 5155(006(007), City of Hermosa Beach – Project Manager for these two ARRA-funded projects to improve vehicular travel and general aesthetics. Work generally consisted of: approximately two miles of roadway rehabilitation in densely populated residential areas; curb, gutter, and sidewalk replacement; curb access ramp construction; installation of new striping and markings; asphalt concrete pavement overlay; storm drain improvements; and utility adjustments.

Jeronimo Streetscape and Street Improvements RPSTPLE-5469(016), City of Lake Forest – Construction Manager for this federally funded street improvements project. Work consisted of pavement rehabilitation; concrete repairs; installation of landscape improvements to the existing median, slopes; enhancements to the bridge overcrossing; and construction of raised landscaped medians.

Golden Lantern Roadway Widening, City of Laguna Niguel – Project/Construction Manager for this $6M roadway widening project that was part of OCTA's Smart Streets Program. Golden Lantern between Marina Hills Drive and Crown Valley Parkway was being widened from 4 lanes to 6 lanes to reduce weekday congestion. The project improvements consisted of roadway widening; removal and replacement of curb and gutter, raised medians, sidewalks, cross gutters, and drainage inlets; the construction of masonry block retaining and sound walls; roadway pavement reconstruction and overlay; landscape and irrigation improvements; traffic signal modification; street light construction; and roadway signing and striping.

Yorba Linda Boulevard Street Rehabilitation, City of Yorba Linda – Project Manager for this $2.5million rehabilitation project. Work included contractor mobilization, traffic control, cold milling, and asphalt concrete overlay, slurry seal, adjusting manholes, survey monument covers and valve covers to grade, pavement striping, and markings for several residential streets, and construction of several ADA Access Ramps.

Lakewood Boulevard Improvements, City of Downey – Project Manager. $6.8M. Work consisted of street widening; median and parkway improvements; pedestrian and ornamental street lights installation; pavement reconstruction; extension of recycled water line; landscape and irrigation; utility undergrounding and coordination with affected utility companies and miscellaneous concrete improvements.

Rue de Fortuna Traffic Signal at Bake Parkway, City of Lake Forest – Construction Manager for this $125,000 traffic signal installation project. Scope of work included traffic signal installation, signing and striping, and pedestrian access curb ramp construction.

CivilSource
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Mike Valles

Quality Control Observer

Profile:

Mr. Valles has more than 26 years of professional experience in the construction industry including several years as a public works inspector. His management experience includes constructability review, quality control and schedule and cost control. He possesses considerable experience in pavement rehabilitation (including slurry seal, crack seal, total reconstruction, etc.), concrete improvements (sidewalk, driveway approaches, curb and gutter, etc.), parkway and median landscaping/irrigation, and structural concrete construction. He also has extensive experience with creating/interpreting schedules and budgets. He has a strong ability to take initiative and is detail oriented, organized and very self-motivated.

Education/Certifications:
Trenching and Shoring Competent Person
Confined Space
Caltrans Concrete Field Testing Certification

Experience:

El Toro Road Rehabilitation, City of Laguna Woods, $500,000, Completed 11/2013 – Construction Inspector for rehabilitating the pavement of El Toro Road from Calle Sonora to approximately 900' west of Moulton Parkway. The length is 0.6 miles and the project entailed reconstructing the median curb to the proper elevation; the relocation of the curb and gutter to widen the sidewalk by three (3) feet with all the appurtenances such as reconstructing catch basins, relocating traffic signs, etc; and, upgrading ADA ramps at various locations to be in compliance with ADA standards.

FY11-12 Slurry Seal Program, City of Torrance, $1.3M, Completed 10/2013 – Construction Inspector for an estimated 5.3 million square feet of residential streets treated with a cape seal or slurry seal. In addition, the project also provided slurry seal for 8 City-owned parking facilities, including lots at the Public Works Yard, City Hall, Victor Park, Lago Seco Park, Walteria Park, and Wilson Park.

FY 2012-2013 Street Improvement Projects, City of Santa Monica, $2.2M, Completed 11/13 – As-needed Construction Inspector for fiscal year 2012-2013 street improvements. Work consisted of removal and replacement of damaged asphalt; grind and overlay; slurry seal; crack seal; replacement of damaged curb, gutter and sidewalk; striping. Responsibilities included public outreach and all facets of construction inspection and administration including utility and multiple agency coordination, traffic management and control, submittal/schedule/RFI/progress payment review and processing, field observation, negotiating and processing change orders, document control, and project close out.

Oceanside to Escondido Sprinter Rail Line, San Diego County North County Transit District – Mr. Valles served as an Assistant Resident Engineer on the Sprinter Mainline project. Mr. Valles was responsible for quality assurance inspection of slurry seal of 12 parking lots from 5,000 to 15,000 square feet each; excavation and embankment; reinforced concrete platforms; pedestrian ramps; and canopy structures associated with the station construction. He was also responsible for preparing daily reports, reviewing and checking quantity sheets, reviewing the contractor-submitted pay request, preparing the monthly progress payment to the contractor, resolving issues with the contractor, and other engineering work to assist the resident engineer. This project consists of a $187M mainline and stations contract; a separate $25M contract for the San Marcos loop that contains two major bridge crossings over SR-78; and a $24M contract for a new maintenance facility on the east end of the line.

State Route 74, Caltrans District 8 and City of Hemet – Mr. Valles served as Assistant Resident Engineer responsible for quality control of a 3 mile slurry seal project. His responsibilities included maintaining daily construction reports of men and equipment on the site and hours worked; measuring, calculating and recording all quantities of items removed from or incorporated into the work; taking photos documenting the work; and performing daily observation for compliance with plans and specifications.

Parking Lot Slurry Seal, City of Diamond Bar – Mr. Valles served provided quality control and quality assurance for the slurry seal of a 30,000 sf parking lot in the City of Diamond Bar. Work also included removal and reconstruction of damaged curbs and gutters and the installation of ADA compliant curb access corner ramps. Mr. Valles was responsible for coordinating the work with business owners.

Bridge Seismic Retrofit Projects, Barstow Caltrans Office of Structures Construction – Mr. Valles served as Construction Project Manager. In this role, he was responsible for daily field operations, ordering materials, and scheduling personnel and subcontractors. Serving as the liaison with City and County agencies, he prepared traffic control plans and coordinated with CHP and Caltrans during lane closures. For this project, he inspected reconstructed portions of roadway structural section removed during excavation of footings and slurry seal of the roadway.

SR-60 Pavement Improvements, Caltrans District 8 – Mr. Valles served as Office Engineer for a $12.2M slab and pavement replacement project along six miles of SR-60. His responsibilities included inputting lane and ramp closure requests, coordinating lane closures with adjacent projects, assisting with the preparation of quantity sheets and the progress pay estimate, setting up task orders for COZEEP, and tracking progress and quantities of contract change order work. Mr. Valles generated the final punch list and coordinated punchlist work with the inspectors and contractor. In addition Mr. Valles worked on completing final quantity sheets in preparation of submitting the proposed final estimate to the contractor.

Interstate 15/Interstate 5 Connectors, Caltrans District 8 – Mr. Valles served as Assistant Resident Engineer responsible for daily inspection of district work including roadway excavation and embankment, aggregate base, AC paving, SWPPP measures, traffic control, and adjacent public works improvements. He prepared daily diaries, monthly quantity sheets, and participated in partnering sessions with the contractor.

SR-163/Washington Street Overcrossing, Caltrans District 11 – Mr. Valles served as Assistant Resident Engineer responsible for daily inspection of district work including excavation and embankment, aggregate base, AC paving, drainage, striping, and traffic control. He called in lane closures to Caltrans Traffic Control and coordinated with CHP for COZEEP utilization. Mr. Valles also inspected the retrofit of the columns with column casings.

Bridge Seismic Retrofit, Caltrans Office of Structures Construction – Mr. Valles served as Construction Project Manager. In this role he was responsible for daily field operations, ordering materials, scheduling personnel and subcontractors. He also served as the liaison with City and County agencies. This project included construction of 60" CIDH piles for retrofit of the abutment.

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Kalid Dawood

Quality Control Observer

Profile:

Mr. Dawood has over 25 years of experience in the construction of public works projects in the areas of resident engineering and field oversight. His diversity ranges from experience in roadways, bridges, pump stations, buildings, grading and wet and dry utilities. He possesses a thorough knowledge of the Caltrans Standard Plans and Standard Specifications, Greenbook, Caltrans Construction Manual, Manual of Tests, and Manual of Traffic Controls for Construction and Maintenance Work Zones. He has participated in all aspects of construction including bid phase management; submittal, RFI, and change order processing; daily field inspection; and project closeout.

Education/Certifications:
A.A., Construction Management and GIS Mapping/Surveying
STS – Safety Trained Supervisor – Trained Board of Certified Safety Professionals
ACIA – American Constriction Inspection Certifications, Public Works

Experience:

Keelson Lane Rehabilitation (CDBG), City of Huntington Beach, $250,000, Completed 09/13 – The project scope-of-work included removal and replacement of concrete sidewalks, driveway approaches, cross gutters, curb and gutter, handicap ramps, and identified street trees. The asphalt roadway will be cold milled and over-layed due to previous damage from tree roots. Duties encompassed: constructability review; contract administration; construction management; inspection; quality control and quantity verification; public relations, construction schedule, and material testing monitoring; utility coordination; and processing control documents such as submittals, progress payments, change order, daily and weekly reports, digital photos, and the final punch list.

Camino Capistrano Widening, Caltrans District 12, $16M, Completed 06/12 – Resident Engineer for a project that covered a one mile stretch of the Interstate 5 between the SR-74 onramp to ½ mile south of San Juan Creek Road in the City of San Juan Capistrano. The project included constructing a sound wall/retaining wall; widening of San Juan Creek Bridge; adding an auxiliary exit lane on southbound I-5 at Camino Capistrano southbound off ramp; widening Camino Capistrano on and off ramps; constructing a retaining wall between San Juan Creek Road bridge and San Juan Creek bridge; widening of San Juan Creek Road bridge; and widening of Camino Capistrano from San Juan Creek Road for 2,200 feet to the south.

Springdale Street Arterial Street Rehabilitation and 36" Watermain Corrosion Control, City of Huntington Beach, $5.8M, Completed 11/13 – Construction Inspector. $5.8 million 36-inch and 42-inch steel water transmission main and street rehabilitation project. Provided inspection services for 1.7 miles of pavement rehabilitation and maintenance. Pavement rehabilitation work included grinding the existing pavement, removal of failed roadway sections, overlaying the street with asphalt concrete, limited replacement of concrete curb, gutter, and sidewalk and access ramps, adjustment to grade of manholes, survey monuments, utility and water valve assemblies, replacement of traffic loops and striping. Pavement maintenance included crack sealing and slurry seal.

Antonio Parkway Widening, County of Orange/ Santa Margarita Water District – $38M, Completed 03/12– Project consisted of widening Antonio Parkway from 400' S. of Ortega Hwy to 2000' N. of Ortega Hwy. Project also included the installation of 3000 LF of 4"-12" PVC irrigation and landscaping. Total project cost $38M.

1st Street Bridge Retrofit, City of Los Angeles and Los Angeles Metropolitan Transit Authority, $8M, Completed 08/07 – Construction Inspector for retrofitting the existing concrete girder box bridge and replacing the bridge deck with light concrete.

Van Buren Bridge Over Santa Ana River, County of Riverside, $28M, Completed 06/10 – Project consisted of construction of new bridge including installation of 1200 LF of new 4-12" PVC irrigation and potable water. Duties included but not limited to submittal; procurement of material; shoring and traffic control design; safety implementation and procedures; RFI's; SWPPP implementation and inspection; traffic control implementation and daily inspection; verify the pipe lay-out and location; inspect trenching and shoring operations; monitor the flushing and chlorination procedures and the final connection. Total project cost $28M.

Vincent Thomas Bridge Resurfacing. Caltrans District 7, $7.6M, Completed 09/09 – Project consisted of resurfacing the existing bridge with polyester concrete and installing a new drainage system and pump station. Duties encompassed: constructability review; contract administration; construction management; inspection; quality control and quantity verification; public relations, construction schedule, and material testing monitoring; utility coordination; and processing control documents such as submittals, progress payments, change order, daily and weekly reports, digital photos, and the final punch list.

Bradley's New International Terminal and Taxi Lane "S", Los Angeles World Airports, $102M, Completed 08/12 – Project consisted of the construction of new Taxi lane and installation of 4000 LF of 24" steel pipe with megalug joints, flanges and fittings for domestic and fire water. Project also included shoring, grading, concrete paving and striping. Total project cost $102M.

Santa Ana River Bike Trail, County of San Bernardino, $5.6M, Completed 01/07 – Construction Inspector for the construction of 30 miles of paved bike trail along the Santa Ana River. Project also consisted of grading, excavation, and utility improvements.

San Clemente Pedestrian Trail, City of San Clemente, $6M, 07/08 – Construction Inspector for a $6M pedestrian trail. Responsible for overseeing civil & structural work. Duties encompassed: constructability review; contract administration; construction management; inspection; quality control and quantity verification; public relations, construction schedule, and material testing monitoring; utility coordination; and processing control documents such as submittals, progress payments, change order, daily and weekly reports, digital photos, and the final punch list.

Foothill Boulevard over San Gabriel River Retrofit, County of Los Angeles, $4.6M, 01/11 – Construction Inspector for the retrofitting of an existing concrete girder bridge by utilizing steel tie back and reinforced concrete.

Carlsbad Municipal Golf Course, City of Carlsbad, $18M, 01/08 – Project consisted of construction of new 18 hole public golf course that included 4-12" PVC irrigation and potable water for the club house building. Total project cost $18M.

Riverside Viaduct Bridge, City of Los Angeles/LADWP, $40M, Ongoing – Resident Engineer for a project consisted of rerouting 600 LF of existing 48" cement mortar coated welded steel pipe for the construction of a new bridge over the Los Angeles River. Project also included dewatering, river diversion, wet and dry utilities, grading, demolition of the existing bridge, and traffic control. Duties included but not limited to submittals; shoring design; RFI's and arrange meeting with LADWP for shut-off a water line that supplied water to most of downtown Los Angeles; verify the pipe lay-out and location; SWPPP implementation and inspection; inspect trenching and shoring operations; inspect welding procedure and coating of pipe following welding; monitor the flushing and chlorination procedures and the final connection. Total project cost $40

EXHIBIT C

FEE SCHEDULE

CivilSource

December 30, 2013

Fariba Fazeli, P.E.
City of Costa Mesa
Public Services/Engineering
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

RE: Staff Support for Various Capital Improvement Projects

Dear Ms. Fazeli:

CivilSource, Inc. (CivilSource) is pleased to submit candidates to provide staff support for various capital improvement projects to the City of Costa Mesa (City).

In general, CivilSource has been providing highly qualified and experienced professionals on staff augmentation contracts for several years. Public agencies have contracted with CivilSource when it is not cost-effective to fill a full-time position; to relieve peak workload situations; and to fill vacant positions on an interim basis. We select, train, and retain highly qualified employees to supplement contracting cities staffing requirements. Our professional staff has expertise in a wide range of disciplines and extensive experience in many areas, including project management, construction management, and design engineering.

We propose the following candidates:

Name	Yrs. of Experience	Role	Hourly Rate
Frank Sanchez, P.E.	22	Project/Construction Manager	$100
Dan Ojeda, P.E.	40	Project/Construction Manager	$100
Peter Salgado, P.E.	17	Project/Construction Manager	$100
Mike Valles	26	Quality Control Observer	$80
Kalid Dawood	25	Quality Control Observer	$80

On behalf of the CivilSource, Inc. team, we thank you for the opportunity to serve as an extension of the Costa Mesa City staff. We look forward to further discussions with your City and assisting you in achieving your goals. Should you have any questions or require additional information, please contact me at (949) 585-0477 or aamirani@civil-source.com.

Respectfully submitted,
CIVILSOURCE, INC.

Amy Amirani

Amy Amirani, P.E.
Principal

EXHIBIT D

PROJECT SCHEDULE

SCHEDULE

1. City Council Award: 02-18-2014
2. Start Work: 02-18-2014 As needed/on-call
3. End of Contract: 02-18-2016

EXHIBIT E

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

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

POLICY

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

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

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

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;

g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT F
CERTIFICATES OF INSURANCE

Client#: 13851 CIVILSOUR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2014

PRODUCER
Dealey, Renton & Associates
P. O. Box 10550
Santa Ana, CA 92711-0550
714 427-6810

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

INSURED
CivilSource, Inc.
9890 Irvine Center Drive
Irvine, CA 92618

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Co	25674
INSURER B: Travelers Casualty&Surety Co of	31194
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	6802810L758 General Liab. excludes claims arising out of the performance of professional services.	07/20/13	07/20/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA4592L377	07/20/13	07/20/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CUP6772Y251 Does not include Professional Liability.	07/20/13	07/20/14	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB6771Y518	07/20/13	07/20/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B		OTHER Professional Liability Claims made	105968526	07/20/13	07/20/14	$2,000,000 per claim $2,000,000 annl aggr.	

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

Re: Staff Support for Various Projects for The City of Costa Mesa.
The City of Costa Mesa and its elected and appointed boards, officers, agents, employees and volunteers are Additional Insured as respects to General Liability coverage as required by written contract.

CERTIFICATE HOLDER

City of Costa Mesa
Public Services/Engineering
Attn: Fariba Fazeli
77 Fair Drive, 4th Floor
Costa Mesa, CA 92628

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~DELIVER IN~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE
Kathleen A Vasseur

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph **a.** of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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