CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
CIVILSOURCE, INC.

THIS AGREEMENT is made and entered into this 4th day of November, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CivilSource, Inc., 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 staff support for various park projects, the City's Water Quality Program, and Private Development Reviews, 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. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

matters of concern;

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

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Nine Hundred and Forty Thousand Dollars ($940,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or

the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "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 Three (3) years, ending on November 4, 2018, 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:

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(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 "E" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
CivilSource, Inc.	City of Costa Mesa
9890 Irvine Center Drive	77 Fair Drive
Costa Mesa, 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 "F" 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: _____
Mayor of the City of Costa Mesa

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: _____
City Attorney
APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

DEPARTMENT HEAD APPROVAL

_____ Date: _____
Ernesto Munoz, Director of Public Services

_____ Date: _____
Stephen Dunivent
Interim Finance Director

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

July 13, 2015

SUBJECT: REQUEST FOR PROPOSALS (RFP's) FOR PROFESSIONAL SERVICES TO PROVIDE STAFF SUPPORT FOR VARIOUS PARKS PROJECTS, WATER QUALITY PROGRAM, AND PRIVATE DEVELOPMENT REVIEW

Dear Consultant:

The City of Costa Mesa is requesting a proposal from your firm to submit resumes of candidates to provide on site project/construction management services for various Parks' Capital Improvement Projects, as well as Water Quality Program and Development Review. The schedule is as follows:

ENGINEERING SCHEDULE		DATE
1.	Proposal Received by the City	8/7/15
2.	Interviews with selected candidates	8/12/15 to 8/13/15
3.	Award Professional Services Agreement	9/15/15
4.	Start work	9/16/15

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

CITY OF COSTA MESA CONTACT PERSON

The City of Costa Mesa contact person is Fariba Fazeli, at (714) 754-5378. Please do not contact other staff members in reference to this RFP's prior to the announcement of the award.

PROPOSAL SUBMITTAL REQUIREMENTS

Please submit three (3) copies of each candidates (up to five candidates) with their respective hourly rates no later than 3:00 p.m., on Friday, August 7, 2015. All proposals shall be delivered or mail 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

REQUEST FOR PROPOSALS (RFP's) FOR PROFESSIONAL SERVICES TO PROVIDE STAFF SUPPORT FOR VARIOUS PARKS PROJECTS, WATER QUALITY PROGRAM, AND PRIVATE DEVELOPMENT REVIEW

1. INTRODUCTION

The City is interested in the services of **an individual Professional Civil Engineer** to help the Engineering Division with Parks' Capital Improvement Projects, the review and condition of private Development Projects and overseeing the City's Water Quality Program.

The scope of work for this contract requires the consultant to provide a Professional Engineer

The consultant's candidates must have at least ten (10) years prior experience in the design and preparation of construction documents for Park's Projects as well as review/approval of Subdivision/Private Development projects, and WQMP for private and public projects. In addition, the candidates must have at least five (5) years prior experience in preparation of the Annual Program Effectiveness Assessment (PEA) Report and knowledge of MS4 permit. 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.

6. PROFESSIONAL SERVICES AGREEMENT

City of Costa Mesa has a sample of the Professional Services Agreement, which is available at the City for your review. The RFP's 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.

7. 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

8. 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

August 7, 2015

CivilSource

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

Subject: **Proposal to Provide Staff Support for Various Parks Projects, Water Quality Program, and Private Development Review**

Dear Ms. Fazeli,

We are pleased to submit this proposal to provide Staff Support Services for the City of Costa Mesa (City). The CivilSource team has extensive experience providing staff augmentation services for municipal agencies throughout Southern California and we are eager to aggressively respond to the wide-ranging services the City requires. We have the staff, qualifications, and experience to support the City for the following reasons:

Key Personnel It is our understanding that the City is seeking a professional firm to provide staff support in order to help the Engineering Division with Park Capital Improvement Projects, the review and condition of private Development Projects and overseeing the City's Water Quality Program. Our proposed team members all have at least 10 years of relevant experience and are registered PE's with the State of California. ***Full resumes for our proposed personnel are attached.***

Key Personnel	Registration/Education	% Availability	Years of Experience
Safa Kamangar, PE, QSP/QSD	CA Civil Engineer, #70118 M.S., Civil Engineering B.S., Civil Engineering NPDES Storm Water Quality Training for Construction Site Activities AEI-CASC Engineering's Storm Water Management Department	100%	15+
Tim Shaw, RLA, ASLA	M.S., Landscape Architecture B.S., Geography	100%	10+
Sean Razmy, PE	CA Civil Engineer, #42827 M.S., Civil Engineering B.S., Civil Engineering Qualified SWPPP Practitioner, Cert. No. 22568	100%	30+
Michael Girgis, PE	CA Civil Engineer, #36483 B.S., Civil Engineering	100%	40+
Nabil Toma, PE	CA Civil Engineer, #51891 B.S., Civil Engineering	100%	30+

Working together with the chosen Engineer, CivilSource's Principal-in-Charge and QA/QC Manager, **Ms. Amy Amirani, PE, QSP/*QSD*** will be responsible for dedicating our staff identified and oversight of meeting our high expectations of quality assurance and quality control, responsiveness, documentation, communication, and coordination.

Experience We are uniquely qualified to provide staff support services to the City because of our team's clear understanding of municipal procedures and our familiarity with the needs, policies, and procedures of the City. Cities, and often consultants, are challenged with finding individuals who have all of the necessary qualities to successfully provide staff augmentation services in a municipal setting. Because we exclusively serve municipal agencies and have several years of experience working directly for municipal agencies, we are confident that the proposed individuals encompass all of the qualities required to successfully serve as part of City staff.

References In addition to the professional services we have provided to the City of Costa Mesa, the CivilSource team has extensive experience providing professional engineering services for municipal agencies throughout southern California. A list of professional references is available upon request, and we encourage the City to contact our references to confirm our successful track record.

Competitive Rates We understand that the City is often faced with budget constraints. CivilSource has a history of successfully delivering projects with very limited budgets. We are committed to working with the City and the rates provided herein are negotiable.

By selecting CivilSource, the City will benefit from a network of professionals with varied and extensive public works experience and the ability to support all the projects and project types the City may undertake. ***We look forward to working with the City and providing our professional consulting services in order to help you meet your goals.***

On behalf of the CivilSource team, we thank you for the opportunity to serve as a part of your team. Should you have any questions or require additional information, please contact me at (949) 585-0477 or amy@civil-source.com.

Respectfully submitted,
CIVILSOURCE, INC.

Amy Amirani

Amy Amirani, PE
Principal

Enclosures:

- Resume – Safa Kamangar, PE, QSP, QSD
- Resume – Tim Shaw, RLA, ASLA
- Resume – Sean Razmy, PE, QSP
- Resume – Michael Girgis, PE
- Resume – Nabil Toma, PE
- CivilSource Qualified SWPP Practitioner/Developer Certificates

SAFA KAMANGAR, PE, QSP/QSD

PROJECT MANAGER, CIVIL ENGINEERING DESIGN

CivilSource

EDUCATION
M.S., Civil Engineering
B.S., Civil Engineering
NPDES Storm Water Quality Training for Construction Site Activities
AEI-CASC Engineering's Storm Water Management Department, 2005

REGISTRATION
Civil Engineer, California #70118

Mr. Kamangar is a California Registered Civil Engineer and a Project Manager/Resident Engineer at CivilSource, Inc. with 18 years of experience in construction, construction management and engineering in both the private and public sectors. His experience includes the management of over $70 million in construction related activities. His roles included construction management, resident engineering, field inspection, and design engineering. As a design engineer Mr. Kamangar has performed hydraulic studies, detailed design drawings, development of specifications, site work, and field calculations. As a Construction Manager, he has been responsible for construction oversight, schedule management, budget tracking, and contractor negotiations. He has gained considerable knowledge while providing extensive coordination between various engineering disciplines and public agencies.

PROJECT EXPERIENCE
Broadway Improvements, City of Costa Mesa: $1.5M SRTS improvement project to narrow roadways with the installation of medians and chokers. Services also included preparation of PES and E76 documents.

Alley No. 109 Rehabilitation, City of Costa Mesa: Design Manager responsible for the development of plans, specifications and estimates for the rehabilitation of residential Alley No. 109 in the City of Costa Mesa.

La Bonita Park Pump Station, City of La Habra: Project Manager. Design-build of a water facility that also included the demolition and reconstruction of a roller hockey rink, restroom/storage facility and parking areas. Professional services included the design and construction management of a new pre-stressed concrete reservoir, a new 11.5MGD pump station including new electrical and control facilities, intake and discharge piping, flow control facility, discharge metering vault, 2 miles of 24" cement mortar lined and coated pipe, and associated site improvements; construction oversight of traffic control, excavation and shoring, dewatering, relocation of existing sewer main, street improvements and pavement repairs, protection of all existing utilities and facilities; and facility start up and testing.

Antonio Parkway Forcemain Alignment, Santa Margarita Water District: Project Director for the preparation of a Preliminary Design Report. The PDR addressed the realignment of a 24" ductile iron forcemain in the City of Rancho Santa Margarita. The alignment being studied consisted of adding several thousand feet of length to the forcemain that would be routed across a bridge, along an existing park (baseball fields, skate park and dog park), to a point of connection to an existing 24" forcemain on the eastern side of a creek. Services included developing a revised system curve/pump curve analysis, identifying changes to pumping head due to increased forcemain length, address forcemain diameter, preparation of a preliminary cost estimate and conceptual construction drawings, and preparation of a technical memorandum summarizing the engineering evaluation of the forcemain realignment.

Colinas Bridge Waterline Relocation, Moulton Niguel Water District: Project Manager for the preliminary and final design of waterline relocations at the Paseo de Colinas Bridge in the City of Laguna Niguel. Work consisted of investigating and preparing plans, specifications, and cost estimate (PS&E) for relocating the District's existing 20-inch gravity outfall and existing 12-inch waterline including relocation of existing electrical conduits, control panel, and existing vault sump pump discharge lines into the existing sewer system. The two waterlines were in conflict with the seismic retrofit of the Paseo de Colinas Bridge.

Portola Park Well, City of La Habra: Project Manager for the design-build of a well for the City of La Habra. The 150-hp well pump and motor was designed be 350-ft deep and capable of producing 1100-gpm of groundwater which will be conveyed through a 12-in PVC-C900 pipeline into the City's La Bonita Park blending reservoir. The station will be connected to City's SCADA system for fully automatic operation.

Culver Drive and Walnut Avenue Widening and Improvements, City of Irvine: $2.5M roadway widening and improvements project.

University Drive Improvements, City of Irvine: $1.7M roadway improvements project which required coordination of work with the Irvine Companies, Caltrans and multiple utility agencies; an arboricultural evaluation; and construction engineering support.

Stage Road Rehabilitation, City of Buena Park: $1.1M roadway rehabilitation project. Improvements included total pavement reconstruction and redesign of existing cross sections as needed to improve drainage and drivability.

Yorba Linda Boulevard Rehabilitation, City of Yorba Linda: 2 mile primary arterial highway rehabilitation project. Services also required coordination with Caltrans.

North Laguna Alley Rehabilitation, City of Laguna Beach: Project Manager responsible for the development of plans, specifications and estimates for 13 alleys in North Laguna Beach.

Sawtelle Boulevard Rehabilitation, City of Culver City: $1M street rehabilitation and oversight of construction inspection services. Improvements included total pavement reconstruction, redesign of existing cross-sections as needed to improve drainage and drivability, and repair of damaged sections of the asphalt.

Citywide Street Assessment and Rehabilitation, City of Yorba Linda: Design Engineer responsible for the field inspection and assessment of three zones within the City to determine locations for removal and replacement of asphalt, slurry seal or rehabilitation.

Leahy Avenue Well Drilling and Equipping, Bellflower Somerset Mutual Water Company: Engineering and hydrogeological services for the preliminary design, final design, construction support and inspection for the abandonment of an existing well, and drilling and equipping of a new high capacity groundwater well.

Well 11A & Well 31, City of Corona: Selected new well locations, and designed and developed plans and specifications for drilling and developing, and equipping of a new well replacing the existing Well 11 and the City's new Well 31.

Ontario Booster Pump Station: Designed and provided engineering calculations for a 25-MGD booster pump station facility, Nitrate blending facility and piping.

Western Avenue Sewer Improvements, City of Stanton: The project included the replacement of approximately 1,400 linear feet of existing 12-inch diameter VCP gravity sewer with hydraulic deficiencies and structural defects. The sewer was replaced with a 15-inch diameter VCP gravity pipe.

Citywide Sewer Improvements, City of Villa Park: The project entailed design services to update the City's Sewer Master Plan, implement the recommended improvements, and provide construction management and inspection services during construction.

Portola Hills Lift Station Abandonment, Irvine Ranch Water District: This project consisted of abandoning the PHSLS, which is located near the intersection of Glenn Ranch Road and Saddleback Ranch Road. As part of the abandonment of the PHSLS, this project included installing approximately 4,000 linear feet of new 12-inch diameter gravity sewer, and increasing capacity of 1,300 linear feet of existing 8-inch sewer.

Strom Drain Pump Station SD 03 Upgrades, City of Long Beach: Project Manager in charge of design and developing plans and specifications for replacing existing pumps with three new 70-cfs Vertical Turbine pumps, and upgrading pump station mechanical and electrical components.

Storm Drain Improvements on Corak Street, City of Baldwin Park: Installation of 2,500 feet of new storm drain pipes on Ramona Boulevard between Earl Avenue and Francisquito Avenue, and along a drainage easement between Corak Street and Francisquito Avenue. The storm drains consist of reinforced concrete pipe ranging in size from 24-inches to 42-inches in diameter.

Hamilton Street and Plumer Street Roadway and Storm Drain Improvements, City of Costa Mesa: 3000 LF of street and storm drain improvements.

Industrial Way Water Quality and Storm Drain Improvements, City of Costa Mesa: Installation of an underground detention/infiltration facility and construction of a storm drain facility consisting of 1,000 lineal ft. of 10ft. by 3 ft. RCB.

TIM SHAW, RLA, ASLA
LANDSCAPE ARCHITECHT

CivilSource

EDUCATION
M.S., Landscape Architecture
B.S., Geography

CERTIFICATE/AFFILIATIONS
Board Member, Friends of San Clemente Beaches, Parks & Recreation Foundation
Chair, Orange County Regional Recreational Trail Advisory Committee
Member CPRS – California Parks and Recreation Society

Mr. Shaw has over 10 years of excellent project management experience on diverse recreational, residential, and commercial projects. He has managed several parks and parkway landscaping/irrigation projects. His passion to provide environmentally accountable spaces for all, keeps both the project team and the public on track throughout all phases of the projects.

PROJECT EXPERIENCE

Vista Hermosa Sports Park & San Clemente Aquatics Center: Project Manager for $31.5million, 45-acre, municipal sports park in San Clemente, CA

Pier Bowl Lighting & Landscape Project: Project Manager for $1.7 million renovation project

San Gorgonio Park Renovation: Project Manager for $1.5 million Baseball Diamond renovation project

Steed Park Renovation: Project Manager for $1.3 million Softball Complex & Concession Building renovation project

The Marine Monument & Park Semper Fi: Construction Manager

Landscape Architect, City of San Clemente, Beaches, Parks & Recreation Department
- Managed multiple Capital Improvement Projects (CIP)
- Facilitated Plan Review and Responses for Park CIP Projects
- Created San Clemente Trails Map using ArcMap
- Map received Outstanding Achievement Award, 2010
- Developed and managed CIP Project & Park Planning budgets
- Presented project status updates to City Council and at Public Meetings

Senior Park Planner, Indy Parks, City of Indianapolis – Parks & Recreation Department
- Project Manager on multiple CIP projects
- Developed Project Management Handbook
- Produced GIS based maps, charts and data using ArcView and ArcMap for Indy Parks Master Plan Update

SEAN RAZMY, PE, QSP
PROJECT MANAGER

CivilSource

EDUCATION
M.S., Civil Engineering
B.S., Civil Engineering
Qualified SWPPP Practitioner, Certificate No. 22568

REGISTRATION
Civil Engineer, California #42827

Mr. Razmy has over 30 years of experience in construction management, contract administration, and inspection of Public Works Improvements projects. He is familiar with Standard Specifications for Public Works Construction, Caltrans Standard Specifications, California Public Contract Code, and State/Federal Labor Compliance requirements. Mr. Razmy's project experience includes roadway construction, construction of sewer and storm drain system, traffic signal improvements, street lighting installation, and landscape improvements.

His construction management skills include, contract administration and construction inspection. Mr. Razmy is also experienced in project documentation, quality assurance, construction safety, constructability review, project submittal/shop drawing review, RFI review and response, negotiation of change orders, WPCP and SWPPP monitoring, claims analysis and negotiation, multi-agency project coordination, and public relations.

PROJECT EXPERIENCE
City of Anaheim, Brookhurst Street Widening ($9 million): Construction manager for widening 4,900 feet of roadway that included paving; sound walls; green belt area with earthen bio-swale; decomposed granite pathways; raised medians with stamped concrete and synthetic turf; sewer and drainage improvements; bus pad, sidewalk, curb and gutter, driveway approach, curb ramp, cross gutter, spandrel and parkway drain improvements; traffic signal modifications; street lighting; landscape and irrigation; signing; and striping. Responsibilities included constructability review; conducting pre-construction meeting; review, log and processing project submittals; review, log and responding to RFIs; construction inspection for conformity to project documents; construction quality control; coordination and scheduling materials testing; project documentation including daily reports and working day statements; scheduling and chairing project meetings; ensuring construction/public safety; monitoring traffic control; enforcing project site maintenance and clean up requirements; monitoring SWPPP requirements; reviewing certified payrolls and conducting employee interviews for labor compliance; change order negotiations; and public relations.

City of Anaheim, Katella Avenue Street Improvements ($7.5 million): Construction Manager for widening 3,000 feet of roadway that included utility relocations such as power, water, and fiber optic; storm drain improvements; hardscape improvements; raised median; pavement construction; traffic signal modifications; installation of street lighting system; installation of irrigation system; landscape improvements; traffic signing and striping. Responsibilities included constructability review; pre-construction meeting; review, log and processing project submittal; review, log and responding to RFIs; construction inspection for conformity to project documents; construction quality control; coordination and scheduling materials testing; project documentation including daily reports and working day statements; coordinating and chairing project meetings; monitoring construction/public safety and traffic control; enforcing project site maintenance and clean up requirements; monitoring SWPPP requirements.

City of Anaheim, Sanitary Sewer Improvements on Romneya Drive, Carl Karcher Way, Anaheim Boulevard and Commercial Street ($4 million): Construction management and inspection oversight for the installation of 9,650 LF of sewer line that included open excavation, shoring, sewer bypass, dewatering, removal of existing sewer lines, installation of new VCP sewer pipes, construction of sewer system structures, trench backfill/compaction, roadway paving, and traffic stripping. Responsibilities included chairing pre-construction meeting, review of project submittal, response to RFIs, daily oversight of field activities, resolution of field issues, change order negotiations, review and approval of progress payments, and public relations.

City of Anaheim: As Principal Civil Engineer, managed the Construction Inspection Section of Public Works Department consisting of seven senior construction inspectors. In addition, managed consultants that provided construction inspection and construction management services. Responsible for assigning projects to inspection staff and monitoring their work and performance, providing technical and administrative support to inspection staff, performing constructability and plan check reviews, scheduling and chairing pre-construction and project meetings, issuing notice to proceed, conducting regularly scheduled staff meetings, general oversight of construction activities with field visits, review and approval of pay applications, response to citizen complaints and inquiries related to construction activities, review and processing of project submittals, review and response to RFIs, review and negotiation of change orders, claims analysis and negotiations, coordination of construction activities with other agencies.

City of Costa Mesa: As Contract Administrator, administered the construction of Public Works Capital Improvement projects. Responsible for preparation of bid documents, project advertisement, issuance of addendums, bid openings, review of bid documents for accuracy and preparation of bid tabs, review and processing of required bonds and insurance, preparation of contract agreement, preparation of staff report to City Council for the award of contract, conducting pre-construction meeting, review and processing of progress payment, change order negotiations, claim analysis and negotiations, negotiation of disputed work, monitoring labor compliance, processing stop payment notices, negotiating with bonding companies for taking over projects due to contractor default, preparation of staff report for project close out, and filling notice of completion.

County of Los Angeles: As Senior Construction Inspector, inspected the construction of Flood Control Facilities. Responsible for review of plans and specifications prior to start of construction, job walk and photo documentation of existing conditions prior to construction, construction inspection for conformance with project requirements, monitoring construction work for proper workmanship, notifying the contractor of any deviations from project documents or non-conforming work, notifying the project manager of any unforeseen or changed condition, notifying the project manager of any potential claims, maintaining as-built plans, preparing daily diary and reports, recording men and equipment, coordinating and scheduling materials testing, measuring constructed quantities, preparing progress payment estimates, monitoring traffic control for compliance and safety, monitoring pedestrian access and safety through construction zone, and conducting regular safety reviews to ensure CAL/OSHA compliance.

MICHAEL GIRGIS, PE
PROJECT MANAGER

CivilSource

EDUCATION
B.S., Civil Engineering

REGISTRATION
Civil Engineer, California #36483

CERTIFICATIONS
Local Agency Resident Engineer Academy.
Traffic Signal Design Fundamentals of Traffic Engineering.
Pavement Management System.
Urban Street Design Street and Highway Drainage.
Contract Documents and Specifications for Public Works Construction.

AFFILIATIONS
Member, American Public Works Association.
Member, American Society of Civil Engineers.

Mr. Girgis has over 40 years of experience providing project engineering service to cities throughout southern California. Mr. Girgis served as an Associate Civil Engineer and was promoted to the Senior Civil Engineer in the City of Santa Ana where he worked from 1987-2011. While with the City, Mr. Girgis Supervised a team of engineers in the Design and Construction divisions. He is well versed in all aspects and public works projects including facilities, streets and drainage. He has prepared numerous construction documents for major CIP projects. Since 2014 he was responsible for delivery of City of San Juan Capistrano's critical CIP projects including the Del Obispo Street Bridge widening and several street pavement rehabilitation with complex traffic control plans.

Mr. Girgis has managed Federal and State funded projects for successful reimbursement and audits, as well as several projects designed by consultants. He has demonstrated ability in delivery of record number of quality municipal projects with minimum amount of change orders. He has interfaced extensively with government agencies including Caltrans, government associations, RWQCB, and other permitting agencies. He has expertise in securing and managing Federal/State/Regional funding sources.

PROJECT EXPERIENCE

Project Manager, Public Works Department, City of San Juan Capistrano: Responsible for delivery of City's critical CIP projects including the Del Obispo Street Bridge widening and several street pavement rehabilitation with complex traffic control plans. Management of Federal and State funded projects for successful reimbursement and audits. Management of several projects designed by consultants.

Senior Civil Engineer, Construction Engineering Section, Public Works Agency, City of Santa Ana: Supervised and evaluated professional and technical staff of the contract administration group; managed construction of various capital improvement and maintenance projects; reviewed plans and specifications for constructability street, storm drain, water, sewer, water, parks, traffic signal improvement plans; prepared RFP, evaluated proposals and managed consultants contract for materials testing and construction management; managed the construction of the Regional Transportation Center parking structure, First Street bridge widening over the Santa Ana River and two-five million gallon water tanks at the John Garthe Reservoir site; applied and obtained federal, state and county grants for construction projects; acted as departmental head in the absence of the Construction Manager.

Associate Civil Engineer, Design Engineering Section, Public Works Agency, City of Santa Ana: Managed, supervised, evaluated and trained professional and technical staff in budgeting, scheduling and designing of variety of capital improvement and maintenance projects; coordinated with developers, consultants, other agencies and public entities for the design, the properties acquisition and the construction of joint projects; prepared RFP, evaluated proposals and managed consultants contract for design and properties acquisition; managed the City's Pavement Management System program; conducted special studies and analysis; prepared reports and recommendations; managed staff and consultants in the design and the acquisition of properties of the Bristol Street Widening project between St. Andrew Place and McFadden Avenue, a $37 million project; acted as departmental head in the absence of the Design Manager.

Associate Engineer, Willdan Associates, City of Industry: Supervised technical staff in managing, designing and coordinating street and storm drain projects; represented several governmental agencies in the preparation of plans, specifications and cost estimates; performed plan check and participated in preparation of Capital Improvements Program for client cities.

Assistant Engineer, Department of Public Works, City of Westminster: Prepared reports and presented it to the City Council appointed Traffic Commission; communicated with the public, consultants, contractors, developers and other governmental agencies; designed and prepared plans, specifications and cost estimates for capital improvements and maintenance projects.

Civil Engineer, Roads Division, RDMD, County of Orange: Prepared hydrology and hydraulics calculations; performed design; prepared plans, specifications and cost estimates for street, storm drain, striping and signing projects.

Construction Project Engineer, Endeco Company, Jiddah, Saudi Arabia: Supervised inspection staff, managed construction, and prepared cost estimates for street improvement projects.

NABIL TOMA, PE
PROJECT MANAGER

CivilSource

EDUCATION
B.S., Civil Engineering

REGISTRATION
Civil Engineer, California #51891

Mr. Toma possesses more than 30 years of civil engineering and transportation management experience in the public sector and is a registered civil engineer in the State of California. He has served as Principal Civil Engineer for the City of San Clemente and Associate Civil Engineer for the City of Martinez. Mr. Toma's experience includes developing and implementing capital improvement projects and street and sidewalk maintenance programs; development of plans, specifications and estimates; and construction management. Mr. Toma possesses excellent communication skills and refined negotiating abilities.

PROJECT EXPERIENCE

City of San Clemente/Principal Civil Engineer

Responsibilities included:

- Project Management from inception to completion of construction. Review of plans, specifications, and estimates. Oversee field inspections for construction work for contractors and developers.
- Management of various projects that included approximately 4000 residential units, about 1 million square feet of commercial properties and 1.5 million cubic yards of earth movement and grading operation.
- Supervise staff of five to support development projects including engineering, field inspection and administrative personnel.
- Oversee contract plan checkers reviewing final maps, improvement plans and grading plans to ensure maps and plans are in compliance with approved entitlements, engineering standards, City Codes and requirements.
- Plan check and review tentative and final maps, improvement, site and grading plans to ensure sure plans are in compliance with the required engineering standards and City Codes. Also ensure final maps are consistent with the Subdivision Map Act and City subdivision ordinance.
- Oversee contractors' construction work in the field to make sure that all work is in compliance with the approved engineering plans and contract documents.
- Coordinate with contractors to address conflicts between plans and field conditions. Address the conflicts with creative solutions to avoid delays, change orders and additional expense to the projects.
- Prepare bid documents, technical specifications and cost estimates to award new projects. Also participate in the review and award of the contracts.
- Prepare Request for Proposals for design projects. Review the various submittals and participate in the consultant selection process.
- Coordinate with the Planning Division to review preliminary plans for projects to ensure they meet the engineering technical standards and the City Codes and requirements.
- Once projects are approved and permits are issued, coordinate with the Building Division to oversee field work to ensure that contractors are complying with engineering plans, specification, safety and environmental requirements and water quality/erosion control measures.
- Review construction schedules and approve progress payments for contractors. Review shop drawings as needed to make sure they meet the required specification.
- Review environmental impact reports (EIR's) for various projects. Provide input and support to the Planning Division and make recommendations concerning the EIR report findings.
- Address and resolve various critical environmental issues between the City, the developers and the regulators. Provide technical reviews of the environmental reports submitted by the developers and ensure they meet the regulatory requirements.

Projects included:

- The construction of Avenida Vista Hermosa street improvement project between Vera Cruz and Avenida LaPata. Four lanes arterial complete with storm drains, sidewalks, traffic signal and median islands.
- The construction of Avenida LaPata street improvement project between Calle Saluda and Via Onda. Four lanes arterial complete with storm drains, sidewalks, traffic signals, water, sewer and median islands.
- The construction of Avenida Talega between Calle Saluda and Camino Tierra Grande. Four lanes arterial complete with storm drains, sidewalks, traffic signals, water, sewer and median islands.
- The construction of Avenida Vista Hermosa, Calle Saluda and Avenida Talega Bridges over the canyons to connect the development streets and to avoid grading within sensitive habitat areas.
- Installation of three major water quality basins to serve as the main storm water purification system for the development.
- The construction of multiple residential streets complete with sidewalks, street lights and utilities to serve future developments.
- Principal Civil Engineer in charge of the repair and replacement of the damaged sidewalks and driveway approaches within the entire City.

City of Martinez/Associate Civil Engineer

Responsibilities included:

- Manage projects from inception to construction completion. Review plans prepared by engineers to make sure that they comply with the requirements and specification. Conduct field inspections and supervise the contractors' construction work for various projects including multiple residential and commercial properties.
- Plan check and review tentative and final maps, improvement, site and grading plans. Make sure that the plans are in compliance with the required engineering standards and City Codes. Also ensure final maps are consistent with the Subdivision Map Act and City subdivision ordinance.
- Oversee the construction work of the contractors in the field to make sure that work is in compliance with the approved plans, specification and contract documents.
- Coordinate with the contractors in the field to address conflicts between the engineering plans and field conditions. Make sure to address these conflicts with creative solutions to avoid delays, change orders and additional expense to the projects under construction.
- Prepare specification, bid documents and cost estimates to award new projects and participate in the contract award process.
- Prepare Request for Proposals for design projects. Review the various submittals by the engineers and participate in the consultant selection process for the most qualified engineer to design the project.
- Coordinate with the Planning Division to review the preliminary plans for projects to ensure that they meet all the engineering requirements, technical standards and City Codes.
- Review and approve the construction schedules and progress payments for the project contractors.
- Prepare staff reports for the City Council to approve various projects and multiple contractual issues.

CERTIFICATE OF TRAINING

CALIFORNIA CONSTRUCTION GENERAL PERMIT

QUALIFIED SWPPP DEVELOPER (QSD)
AND
QUALIFIED SWPPP PRACTITIONER (QSP)

Amy Amirani

Jun 09, 2014 - Jun 09, 2016

Certificate # 23072

CASQA
CALIFORNIA STORMWATER QUALITY ASSOCIATION

California Stormwater Quality Association and
California Construction General Permit Training Team

CERTIFICATE OF TRAINING

CALIFORNIA CONSTRUCTION GENERAL PERMIT

QUALIFIED SWPPP DEVELOPER (QSD)
AND
QUALIFIED SWPPP PRACTITIONER (QSP)

Safa Kamangar

Mar 08, 2014 - Jun 05, 2016

Certificate # 23059

CASQA
CALIFORNIA STORMWATER

California Stormwater Quality Association and
California Construction General Permit Training Team

EXHIBIT C

FEE SCHEDULE

FEE SCHEDULE FOR AS NEEDED STAFF SUPPORT FOR VARIOUS CAPITAL IMPROVEMENT PROGRAM PROJECTS

The scope of work for this contract requires the consultant to provide a team of Professional Engineers to prepare the construction documents for the following CIP projects:

1. Costa Mesa Bark Park Renovation : Engineering fee is $50,000
2. Jack Hammett Sports Field Improvements : Engineering fee is $200,000
3. Newport Boulevard Landscape Improvements : Engineering fee is $100,000
4. Citywide Alley Improvements: Engineering fee is $40,000
5. Citywide Street Improvements: Engineering and Construction Support fee is $350,000

In addition, the consultant will provide a team of Professional Engineers to oversee construction of the following CIP projects:

1. Harbor Boulevard Bike Trail: Construction management and inspection fee is $60,000
2. Tewinkle Park ADA Improvements: Construction management and inspection fee is $10,000
3. Smallwood Park Improvement: Construction management and inspection fee is $20,000
4. Citywide Parkway Improvements: Construction management and inspection is $70,000
5. Parking Lot Rehabilitation at various City facilities Construction management and inspection fee is $40,000

August 7, 2015

CivilSource

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

Subject: **FEE PROPOSAL to Provide Staff Support for Various Parks Projects, Water Quality Program, and Private Development Review**

Dear Ms. Fazeli,

We are pleased to submit this fee proposal to provide Staff Support Services for the City of Costa Mesa (City). We propose to provide hourly services at the rates shown below:

Key Personnel	Hourly Rate
Safa Kamangar, PE, QSP/QSD	$130
Tim Shaw, RLA, ASLA	$120
Sean Razmy, PE	$120
Michael Girgis, PE	$130
Nabil Toma, PE	$130

On behalf of the CivilSource team, we thank you for the opportunity to serve as a part of your team. Should you have any questions or require additional information, please contact me at (949) 585-0477 or amy@civil-source.com.

Respectfully submitted,
CIVILSOURCE, INC.

Amy Amirani

Amy Amirani, PE
Principal

EXHIBIT D

PROJECT SCHEDULE

SCHEDULE FOR AS NEEDED STAFF SUPPORT FOR VARIOUS CAPITAL IMPROVEMENT PROGRAM PROJECTS

TASK		DATE
1.	Proposal Received by the City	8/07/15
2.	City Council Award	11/03/15
3.	Projects Kick-off Meeting	11/04/15
4.	100% Design Submittal (PS&E)	8/04/16
5.	Construction Contract Advertisement and Award	11/04/16
6.	Construction Management and Inspection Services	From 1/1/16 to 11/04/18

EXHIBIT E

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2015

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).

PRODUCER Dealey, Renton & Associates P. O. Box 10550 Santa Ana, CA 92711-0550 License #0020739	CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626 844-3070 FAX (A/C, No): 626 844-3074 E-MAIL ADDRESS: speters@dealeyrenton.com
INSURED CIVILSOUR CivilSource, Inc. 9890 Irvine Center Drive Irvine, CA 92618 949 585-0477	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Indemnity Co. of Connecti — 25682 INSURER B : Travelers Property Casualty Co of A — 25674 INSURER C : Travelers Casualty&Surety Co of Ame — 31194 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 299300608 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6802810L758	7/20/2015	7/20/2016	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 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS [ ]	Y		BA4592L377	7/20/2015	7/20/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $0	Y	Y	CUP6772Y251	7/20/2015	7/20/2016	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB6771Y518	7/20/2015	7/20/2016	X PER STATUTE [ ] 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
C	Professional Liability Claims Made			105966526	7/20/2015	7/20/2016	$2,000,000 $2,000,000	Per Claim Annual Aggregate

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

General Liability policy excludes claims arising out of the performance of professional services.
Umbrella policy is a follow-form to underlying General Liability/Hired&Non-Owned Auto Liability/Employers Liability.

RE: Staff Support for Various Parks Projects, Water Quality Program, and Private Development Review -- City of Costa Mesa and its elected and appointed boards, officers, agents, employees and volunteers are named as additional insured as respects general and hired/non-owned auto liability for claims arising from the operations of the named insured as required per written contract or agreement.

CERTIFICATE HOLDER

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

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

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

Sandy Peters

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POLICY NUMBER: 6802810L758

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 9/22/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
City of Costa Mesa; Public Services/Engineering
Attn: Fariba Fazeli, PE
77 Fair Drive, 4th Floor
Costa Mesa CA 92628

PROJECT/LOCATION OF COVERED OPERATIONS:
RE: Staff Support for Various Parks Projects, Water Quality Program, and Private Development Review -- City of Costa Mesa and its elected and appointed boards, officers, agents, employees and volunteers

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):
The person or organization shown in the Schedule above is 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 to the rendering of or failure to render any "professional services".

e. 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, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

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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" for such additional insured. 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 additional insured when the additional insured is also 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 the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily 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 the person or organization shown in the Schedule 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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POLICY #: BA4592L377

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions ofthe Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 9/22/2015	Countersigned By: Sandy Peters (Authorized Representative)
Named Insured: CivilSource, Inc.	

SCHEDULE

Name of Person(s) or Organization(s):	RE: Staff Support for Various Parks Projects, Water Quality Program, and Private Development Review -- City of Costa Mesa and its elected and appointed boards, officers, agents, employees and volunteers

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB6771Y518

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
City of Costa Mesa; Public Services/Engineering Attn: Fariba Fazeli, PE 77 Fair Drive, 4th Floor Costa Mesa CA 92628	RE: Staff Support for Various Parks Projects, Water Quality Program, and Private Development Review -- City of Costa Mesa and its elected and appointed boards, officers, agents, employees and volunteers

DATE OF ISSUE: 9/22/2015 **ST ASSIGN:** CA

017106

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2015

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).

PRODUCER Dealey, Renton & Associates P. O. Box 10550 Santa Ana, CA 92711-0550 License #0020739	**CONTACT NAME:** Sandy Peters **PHONE (A/C, No, Ext):** 626 844-3070 **FAX (A/C, No):** 626 844-3074 **E-MAIL ADDRESS:** speters@dealeyrenton.com
INSURED CIVILSOUR CivilSource, Inc. 9890 Irvine Center Drive Irvine, CA 92618 949 585-0477	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Travelers Indemnity Co. of Connecti 25682 INSURER B : Travelers Property Casualty Co of A 25674 INSURER C : Travelers Casualty&Surety Co of Ame 31194 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 409202176 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6802810L758	7/20/2015	7/20/2016	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 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS [ ]	Y		BA4592L377	7/20/2015	7/20/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $0	Y	Y	CUP6772Y251	7/20/2015	7/20/2016	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB6771Y518	7/20/2015	7/20/2016	X PER STATUTE [ ] 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
C	Professional Liability Claims Made			105968526	7/20/2015	7/20/2016	$2,000,000 $2,000,000	Per Claim Annual Aggregate

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

General Liability policy excludes claims arising out of the performance of professional services.
Umbrella policy is a follow-form to underlying General Liability/Hired&Non-Owned Auto Liability/Employers Liability.

Re: City Wide Staff Augmentation -- City of Costa Mesa and its elected and appointed boards, officers, agents, employees and volunteers are named as additional insured as respects general and hired/non-owned auto liability for claims arising from the operations of the named insured as required per written contract. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

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

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

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 Sandy Peters

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POLICY NUMBER: 6802810L758

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 10/6/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
City of Costa Mesa, Public Services/Engineering
Attn: Fariba Fazeli
77 Fair Drive, 4th Floor
Costa Mesa CA 92628

PROJECT/LOCATION OF COVERED OPERATIONS:
Re: City Wide Staff Augmentation -- City of Costa Mesa and its elected and appointed boards, officers, agents, employees and volunteers

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):
The person or organization shown in the Schedule above is 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 to the rendering of or failure to render any "professional services".

e. 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, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

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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" for such additional insured. 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 additional insured when the additional insured is also 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 the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily 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 the person or organization shown in the Schedule 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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POLICY #: BA4592L377

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions ofthe Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10/6/2015	Countersigned By: Sandy Peters (Authorized Representative)
Named Insured: CivilSource, Inc.	

SCHEDULE

Name of Person(s) or Organization(s):	Re: City Wide Staff Augmentation -- City of Costa Mesa and its elected and appointed boards, officers, agents, employees and volunteers

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB6771Y518

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
City of Costa Mesa, Public Services/Engineering Attn: Fariba Fazeli 77 Fair Drive, 4th Floor Costa Mesa CA 92628	Re: City Wide Staff Augmentation -- City of Costa Mesa and its elected and appointed boards, officers, agents, employees and volunteers

DATE OF ISSUE: 10/6/2015 **ST ASSIGN:** CA

017106

EXHIBIT F

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.