

AGREEMENT BIBLIOGRAPHY

Agreement With:	Penco Engineering, Inc.
Agreement Type:	To provide land surveying services on an as-needed basis
Date Approved:	06 28 2016
Start Date:	06 28 2016
End Date:	06 27 2019
Contract Amount:	\$200,000
Comments	Public Works/Engineering
Insurance Expiration:	07 21 2016
Date Archived:	ARCHIVED 08/24/2016



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

July 7, 2016

Penco Engineering, Inc.
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Penco Engineering, Inc., to provide on-call survey services.

This Agreement was approved by the City Council at their meeting on June 28, 2016.

Sincerely,

Kathleen Bailor, CMC
City Clerk

By: 
Teresa Pomeroy, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works

CONSULTANT AGREEMENT

Penco Engineering, Inc.

THIS AGREEMENT is made this **28th** day of **June** 2016, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and Penco Engineering, Inc., a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated June 28, 2016.
2. CITY desires to utilize the services of CONSULTANT to provide on-call survey services.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this agreement until (3) three years thereafter unless otherwise terminated.
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto and incorporated herein by reference. CONSULTANT agrees that its provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** CONSULTANT shall be compensated in accordance with the rate schedule set forth in Exhibit "A".
 - 3.2 **Not to Exceed.** The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to City on an hourly basis, except where otherwise set forth herein, provided compensation under this Proposal shall not exceed **\$200,000.00**. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this

Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. The Proposal and this Agreement do not guarantee any specific amount of work.

- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on hourly rates as provided in Exhibit "A".
- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the project is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance Requirements**

- 4.1 Commencement of Work CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. All contractors and subcontractors shall be responsible to provide the same insurance as required of CONSULTANT. CONSULTANT shall be responsible to collect and maintain all insurance from all contractors and subcontractors and shall provide insurance CITY upon request.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY;

- (b) Automobile liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Penco Engineering, Inc.
16842 Von Karman Avenue, Suite 150
Irvine, CA 92606

(b) Address of CITY is as follows (with a copy to):

Engineering:	City Attorney
Nick Hsieh, P.E.	City of Garden Grove
City of Garden Grove	P.O. Box 3070
P.O. Box 3070	Garden Grove, CA 92840
Garden Grove, CA 92840	

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors,

or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"
CITY OF GARDEN GROVE**

Dated: 6/29, 2016

By: [Signature]
City Manager

ATTEST

[Signature]
City Clerk

Dated: June 29, 2016

**"CONSULTANT"
Penco Engineering, Inc.**

By: [Signature]
Title: Survey Manager

Dated: June 15, 2016

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

Dated: 6-21, 2016

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY



5. HOURLY FEE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$ 210.00
Engineering Manager	\$ 190.00
Survey Manager	\$ 190.00
Senior Project Manager	\$ 190.00
Project Manager	\$ 170.00
Senior Project Engineer	\$ 160.00
Project Engineer	\$ 145.00
Senior Design Engineer	\$ 130.00
Design Engineer	\$ 115.00
Associate Engineer	\$ 95.00
Engineering Technician	\$ 85.00
Project Assistant	\$ 90.00
Processor	\$ 95.00
Senior Project Surveyor	\$ 148.00
Project Surveyor	\$ 125.00
Senior Survey Technician	\$ 110.00
Survey Technician	\$ 85.00
2-Man Survey Crew	\$ 210.00
2-Man Survey Crew Prevailing Wage	\$ 260.00
1-Man Survey Crew	\$ 165.00

REIMBURSABLE COSTS

- Reproductions; deliveries; travel; meals and lodging; facsimiles; models, renderings and photos; Mylars; and CDs, not included in scope of work.
- All reimbursable costs shall be billed at cost plus 15%
- Mileage shall be billed at the current IRS standard mileage rate
- All accounts are due net 30 days from the date of invoice
- Outstanding accounts shall be charged 1.0% per month
- All required overtime work shall be billed at 150% of the hourly rate

Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: PENCO Engineering, Inc.

Policy Number WZP81028890 ✓

Producer: Dealey, Renton & Associates

Effective Date 6/14/2016

Schedule

Person or Organization

City of Garden Grove, a municipal corporation
P.O. Box 3070
Garden Grove CA 92840

Job Description

Re: On-Call Survey Services - City of Garden Grove, its officers, officials, employees, agents and volunteers.

Additional Premium %

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

Karin Phorp

Authorized Representative

Reviewed and approved as to insurance language and/or requirements.

Heidi M. Jay
Risk Management
6-20-16

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. **Blanket Waiver of Subrogation**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.
19. **Common Policy Conditions (AB 00 09 A 01 87)**, Part H. Other Insurance, Item 2 is replaced with:
- 2. Coverage C – Liability
 - If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:
 - a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

Reviewed and approved as to insurance language and/or requirements.

Heidi M. Jay
Risk Management
10-20-16

FleetCover® Endorsement - CA 70 18 03 10

Policy Amendment(s) Commercial Business Auto Coverage Form - Motor Carrier Coverage Form

A. Broadened Named Insured

Section II - Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered

as an **insured** under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

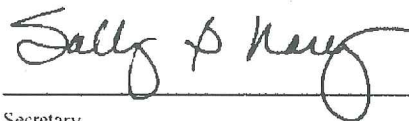
1. Form CA0001 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**, item b.(2) is deleted, and d. is added as follows:
 - d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.
2. Form CA0020 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**, item b.(2) is deleted, and f. is added as follows:
 - f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or personal affairs, provided you do not own, hire, or borrow that **auto**.

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**; the following is added as item g.:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

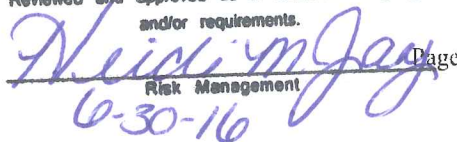


Secretary



President

Reviewed and approved as to insurance language and/or requirements.


Risk Management
6-30-16

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**

However, such person or organization is an **insured**:

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
 - (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
 - (a) You executed the **insured contract** or written agreement; or
 - (b) The permit has been issued to you.
2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered **auto**.

D. Auto Medical Payments - Increased Limit

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto

Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations

E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and
3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:
 - a. Actual cash value of the damaged or stolen property as of the time of the **loss** as determined by us; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of \$500.

However:

1. If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and

2. If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses**; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses**; is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
 - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

F. Coverage Territory - Hired Auto

Form CA 0001, (if attached to this policy), **Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5).(a)** is replaced by the following:

- (a) A covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less; and

Form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions, B. General**

Conditions, 7. Policy Period, Coverage Territory, b.(5).(a); is replaced by the following:

- (a) A covered **auto** of the **private passenger type** is leased, hired, rented or borrowed without a driver for a period of 180 days or less; and

G. Communication Equipment Coverage

1. Form CA 0001 (if attached to this policy), **Section III - Physical Damage Coverage, C. Limit of Insurance, Paragraph 2.** is deleted and replaced by the following:

2. \$1,500 is the most we will pay for **loss** in any one **accident** to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of the **loss**, is:

2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, Limits of Insurance, Paragraph 2.** is deleted and replaced by the following:

2. \$1,500 is the most we will pay for **loss** in any one **accident** to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of the **loss**, is:

H. Tapes, Records, CDs and DVD Coverage

- A. Under Comprehensive Coverage, we will pay for **loss** to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

1. Are your property, or that of a family member; and
2. Are in a covered **auto** at the time of a **loss**.

- B. The most we will pay for **loss** is \$250.

- C. **Physical Damage Coverage** provisions apply to this coverage, except that no deductible applies.

I. Personal Effects Coverage

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions**; and form CA0020 (if attached to this policy), **Section IV - Physical**

Damage Coverage, A. Coverage, 4. Coverage Extensions; item d. is added as follows:

d. **Personal Effects Coverage**

We will pay up to \$500 for **loss** for clothing items or other personal effects that are owned by an **insured** and are in an Owned **auto** at the time of a covered **loss**.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

J. **Airbag Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, B. Exclusions, 3.a.;** and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, B. Exclusions, 3.a.;** the following is added:

However, **mechanical breakdown** does not mean the unintended discharge of an airbag, provided that any **loss** covered under this provision is excess over any other collectible insurance or warranty designed to cover such unintended discharge.

K. **Rental Reimbursement**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions;** and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions;** item c. is added as follows:

c. **Rental Reimbursement or Transportation Expenses**

If **loss** occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for **Physical Damage Coverage**, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage. However:

(1) We will pay only for those expenses incurred by you that begin 24 hours after the covered **loss**.

(2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

(a) The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or

(b) 45 days from the date this coverage begins.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred by you; or

(b) \$1,500.

(4) This coverage does not apply while there are spare or reserve **autos** available to you for your operations.

(5) If **loss** results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered private passenger **auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. **Extended Towing Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 2. Towing,** is replaced by the following:

2. **Extended Towing**

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the private passenger type, no deductible applies; and
- c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the private passenger type and the disablement results from a **loss** covered under **Section III - Physical Damage Coverage, A. Coverage**, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

- 2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos**, is replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the **private passenger type** no deductible applies; and
- c. If the covered **auto** is not of the **private passenger type** our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the **private passenger type** and the disablement results from a **loss** covered

under **Section III - Physical Damage Coverage, A. Coverage**, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. **Cancellation - 120 Days Notice**

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. **Supplementary Payments - Increased Limits**

Section II - Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the **insured** at our request, including substantiated loss of earnings up to \$500 a day, because of time off from work.

O. **Duties in the Event of Accident, Claim, Suit or Loss - Amended**

Form CA0001 (if attached to this policy) **Section IV - Business Auto Conditions, A. Loss Conditions**, item 2. a.; and form CA0020 (if attached to this policy) **Section V - Motor Carrier Conditions, A. Loss Conditions**, item 2. a.; is replaced by the following:

- a. In the event of **accident**, claim, suit or loss, you must promptly notify us or our authorized representative when it becomes known to:
 - (1) You, if you are an individual;

- (2) Your partner or member, if you are a partnership or joint venture;
- (3) Your member, if you are a limited liability company;
- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager.

Knowledge of an **accident**, claim, **suit** or **loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

- (1) How, when and where the **accident** or **loss** occurred; and
- (2) The **insured's** name and address; and
- (3) To the extent possible, the names and address of any injured persons and witnesses.

P. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. Fellow Employee Coverage

Section II - Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- a. For **accidents** or **losses** occurring within 25 miles of the United States border; and
- b. For trips into Mexico of 10 days or less; and
- c. If the covered **auto** is principally garaged and principally used in the United States; and
- d. If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. Extended Glass Coverage

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, item 3.a.**; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, item 3.a.**; is replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), **Section V - Definitions, item C.**; and Form CA0020 (if attached to this policy), **SECTION VI - DEFINITIONS, item C.**; is replaced by the following:

- C. **Bodily Injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, C. Limit Of Insurance**; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, C. Limits Of Insurance; item 5.** is added as follows:

5. If your covered owned **auto** is:
 - (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
 - (2) Shown in this policy as having a loss payee or additional-insured-lessor; and
 - (3) Incurs a covered total loss;

we will pay the greater of:

- (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or
- (b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total loss:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, **Accident** or Disability Insurance purchased with the loan or lease; and
- (v) Less carry-over balances from previous loans or leases.

V. Two or More Deductibles

Section III - Physical Damage Coverage, D. Deductible, the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or loss, the following applies:

- (1) If the deductible under this **Business Auto Coverage Form** is the lesser of (or least) deductible, it will be waived.
- (2) If the deductible under this **Business Auto Coverage Form** is not the lesser, (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

CONTRACTS FOR ON-CALL PROFESSIONAL LAND SURVEYING SERVICES TO: 1)
BRUCE HALL LAND SURVEYOR, INC.; AND 2) PENCO ENGINEERING, INC.
(F: 55-Bruce Hall Land Surveyor, Inc.)(F: 55-Penco Engineering, Inc.)

It was moved by Council Member Phan, seconded by Council Member Jones that:

Contracts for on-call land surveying services be awarded to: 1) Bruce Hall Land Surveyor, Inc., and 2) Penco Engineering, Inc.; and

The City Manager be authorized to execute the three year contracts in the amount of \$200,000 per contract, on behalf of the City.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
 Dept.: City Manager Dept.: Public Works
 Subject: Award of contracts for on-call professional land surveying services to: 1) Bruce Hall Land Surveyor, Inc.; and 2) Penco Engineering, Inc. (Cost: \$200,000 each for three years) (Action Item) Date: 6/28/2016

OBJECTIVE

To request City Council approval of two contracts to 1) Bruce Hall Land Surveyor, Inc.; and 2) Penco Engineering, Inc., land survey consultants, to provide land surveying and related services on an as-needed basis.

BACKGROUND

The City of Garden Grove does not have a surveyor on-staff and therefore needs to engage the services of a consultant to meet the various surveying needs of City projects.

DISCUSSION

The City of Garden Grove has various divisions requiring survey services; Streets & Storm Drains, Water, Sanitary District, Real Property, and occasionally Community and Economic Development. Historically, the primary demand comes from the capital projects that need design and construction staking surveys. However, there is also a need for reviewing tract and parcel maps, reviewing right-of-way acquisition maps and preparing legal descriptions.

Staff sent out three requests for proposal to survey firms for on-call survey services and received three proposals. A panel consisting of three staff members rated the proposals on the basis of qualifications, work plan and references. Based on the evaluation results, Bruce Hall Land Surveyor, Inc. and Penco Engineering, Inc. were rated the highest. The following is a summary of the rating.

	Bruce Hall	Penco-	Coast Surveying
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		Engineering	
RATER A	189	191.25	181
RATER B	199.5	199	193.5
RATER C	178.5	179	177
TOTALS	567	569.25	551.5

FINANCIAL IMPACT

There is no financial impact to the General Fund. The services will be funded by the various projects requiring survey services. Each agreement will be established for a 3-year period in the amount of \$200,000, for a total not to exceed amount of \$400,000 for three years.

RECOMMENDATION

Staff recommends that the City Council:

- Award contracts for on-call land surveying services to: 1) Bruce Hall Land Surveyor, Inc., and 2) Penco Engineering, Inc.
- Authorize the City Manager to execute the three year contracts in the amount for \$200,000 per contract, on behalf of the City.

By: Nick Hsieh
Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
BRUCE HALL AGREEMENT	6/15/2016	Cover Memo	6-28-16_BH_AGREEMENT.pdf
PENCO AGREEMENT	6/15/2016	Cover Memo	6-28-16_PENCO_AGRMNT.pdf