



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.*


March 6, 2018

Laura Schneider
10772 Allen Dr.
Garden Grove, CA 92840

Enclosed is a copy of the Agreement by and between the City of Garden Grove, Laura Schneider "Owner", and CertaPro Painters for the rehabilitation of property at 10772 Allen Dr., Garden Grove, CA 92840.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Community and Economic Development Department

Steven R. Jones
Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6



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CertaPro Painters
2905 E. Miraloma, Ste 6
Anaheim, CA 92806

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REHABILITATION OF PROPERTY AGREEMENT

THIS AGREEMENT is made this 21st day of February, 2018 by and between **Laura Schneider**, hereinafter referred to as "OWNER," the City of Garden Grove, herein referred to as "CITY," and **CertaPro Painters**, hereinafter referred to as "CONTRACTOR," (Address) **2905 E Miraloma Ste. 6, Anaheim, CA 92806**, (State License Number) **985901**.

This AGREEMENT is for the rehabilitation of property at **10772 Allen Dr, Garden Grove 92840**.

RECITALS

WHEREAS, the City of Garden Grove has established a Residential Rehabilitation Program, and

WHEREAS, the CITY will fund rehabilitation grants to homeowners, and

WHEREAS, CITY will coordinate bidding, construction billing and inspection activity with OWNER and CONTRACTOR,

NOW, THEREFORE be it mutually resolved between OWNER, CONTRACTOR, and CITY as follows:

PART I. SPECIFIC TERMS

1.1. **EFFECTIVE DATE.** This document shall have no force or effect unless and until executed by the OWNER, CONTRACTOR, and the CITY.

The date on which the AGREEMENT is executed by the City shall be referred to as the "Effective Date." The CONTRACTOR shall not be compensated under this AGREEMENT for work commenced or materials delivered to the Property before the Effective Date.

1.2. **THE CONTRACT.** This AGREEMENT consists only of this Part I (Specific Terms), Part II (Standard Terms), and Attachment No. 1 entitled Housing Rehabilitation Work Write-Up (Work Write-Up dated 1/30/18), which are incorporated herein by this reference.

This AGREEMENT shall be governed by the specifications contained in City of Garden Grove Housing Rehabilitation Standards and Work Specifications, which are made part of this AGREEMENT by this reference.

1.3. **TIME FOR COMMENCEMENT AND COMPLETION.** The CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Housing Rehabilitation Work Write-Up within 15 days after the Effective Date. The CONTRACTOR agrees to complete all work listed above within 60 calendar days after the Effective Date of this AGREEMENT. All work completed under this AGREEMENT shall also be free of liens or rights of liens from contractors, mechanics, material persons or laborers. The AGREEMENT is subject to extensions approved by the OWNER and the CITY for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of

the OWNER or CONTRACTOR). The CONTRACTOR agrees that time is of the essence in this AGREEMENT.

1.4. **CONTRACT PRICE.** The CONTRACTOR agrees to accomplish work as described in the Housing Rehabilitation Work Write-Up in accordance with each term and condition of the specific items of work as stated in the Housing Rehabilitation Work Write-Up. **TOTAL CONTRACT PRICE: \$4,950.00**

1.5. **PAYMENT SCHEDULE.** The CONTRACTOR and OWNER(S) agree that the total contract price shall be paid in two (2) payments, based upon the value of the work completed at the time the progress payment is requested and final payment (retention). Progress payments shall be requested at the time and in the amounts specified in the Payment Schedule after inspection and approval of the work by OWNER and the CITY less a holdback of 10 percent of the price of the work completed, excluding completed change order work. The holdback shall be retained until final payment in order to protect the OWNER from any defaults by the CONTRACTOR. In the event the CONTRACTOR defaults, the holdback shall be disbursed in accordance with paragraph 2.9 of this AGREEMENT. Final payment shall be disbursed upon receipt of a title report pertaining to the Property indicating that no mechanic's liens have been recorded against the Property in connection with the rehabilitation work performed under this AGREEMENT. Said title report will be requested on the thirty-fifth (35th) day after the recording date of the Notice of Completion unless this day is a Saturday, Sunday or holiday, in which case the title report will be requested on the next business day. The OWNER shall not withhold payment to the CONTRACTOR except for noncompliance with the terms of this AGREEMENT, and shall not request the CONTRACTOR to perform work outside the scope of this AGREEMENT as a condition of receiving payment.

The CONTRACTOR acknowledges that it is a material breach of this AGREEMENT to request a progress or final payment which is in excess of the price of the work completed at the time such payment is requested, less the required holdback.

1.6. **LIQUIDATED DAMAGES.** CONTRACTOR and OWNER agree that it would either be impractical or extremely difficult to remediate actual damages in the event that CONTRACTOR fails to complete the described work within the time prescribed by this AGREEMENT. In connection therewith, CONTRACTOR agrees to pay OWNER liquidated damages of fifty dollars (\$50.00) per day for each calendar day thereafter the work is incomplete beyond the date when completion is required, so long as any such delay is not occasioned by the fault of the OWNER or excused in accordance with paragraph 2.16. CONTRACTOR and OWNER further agree that fifty dollars (\$50.00) per day is a fair and reasonable estimate of such damages and said sum is not construed in any sense as a penalty. The parties further agree that said liquidated damages for delay shall be the OWNER'S sole and exclusive remedy for such delay.

1.7. **WARRANTY.** The CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind and nature to be installed or constructed on the Property by the CONTRACTOR or the CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies.

This is a full warranty extending to the OWNER and subsequent OWNER(S) of the property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the OWNER or subsequent OWNER(S) shall have notified the CONTRACTOR at the address stated above within one year, from the recording date of final acceptance of all work performed under this AGREEMENT (Notice of Completion), except for any longer warranties which must be furnished to the OWNER in care of the CITY.

OWNER shall submit in writing to the CONTRACTOR and CITY, a list of all corrections which are covered by the CONTRACTOR'S warranty. CONTRACTOR shall proceed to make every attempt to have those corrections completed to the satisfaction of OWNER and CITY. Failure by the CONTRACTOR to comply with this section may result in its removal from the CITY'S list of eligible contractors.

- 1.8. PAYMENT SCHEDULE. Progress payments to the CONTRACTOR under this AGREEMENT for work completed may be requested by the CONTRACTOR in the amounts and at the intervals specified below. All payments (except the final payment) shall be reduced by the holdback percentage specified in paragraph 1.5 of this AGREEMENT.

The CONTRACTOR shall be entitled to request:

\$4,455.00 plus or minus the amount of change orders(s) (if applicable) when all work write-up items have been satisfactorily completed. The building permit inspection sign-off must be submitted with lien releases from all subcontractors and material suppliers and a satisfactory waiver of liens or a bond satisfactory to the Owner and City indemnifying the OWNER against any liens and a certificate from a State of California licensed pest control company, stating that the Property is free of all active infestation. The CONTRACTOR must also submit all warranties and guarantees.

\$495.00 in accordance with provisions set forth in paragraph 1.5 of this AGREEMENT. This sum represents final payment.

- 1.9. PARTIES TO CONTRACT. The OWNER and CONTRACTOR agree that they are the primary parties to this AGREEMENT and are solely responsible for its performance. The parties agree that neither the CITY nor the United States Department of Housing and Urban Development or their respective agents, officers or employees assume any liability or responsibility whatsoever arising out this AGREEMENT.

PART II. STANDARD TERMS

- 2.0. INSURANCE AMOUNTS. CONTRACTOR 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 acceptable to CITY and have an

AM 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 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; 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.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 2(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 CONTRACTOR. CONTRACTOR 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 2(b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR 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, CONTRACTOR's insurance coverage shall be primary insurance as respects 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 in excess of the CONTRACTOR's insurance and shall not contribute with it.

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

a. Maintain worker's compensation and employers' liability insurance coverage as required by the California State Workers' Compensation Law, liability for bodily injury (including death) to any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

b. Maintain a comprehensive general liability policy with a minimum of \$1,000,000 per occurrence combined single limit coverage which includes bodily injury, property damage, and contract liability. Such insurance shall be primary and non-contributing and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

The CONTRACTOR agrees to provide evidence to the owner of such insurance prior to commencement of work. Such insurance shall provide for thirty (30) days prior written notice to the CITY in the event the insurance is canceled, changed in coverage, reduced in limits, or non-renewed. Failure to provide adequate evidence of insurance or failure to maintain the insurance as required by this paragraph shall be grounds for terminating this AGREEMENT at the option of the OWNER.

- 2.1. ASSIGNMENT. The CONTRACTOR shall not assign this AGREEMENT without written prior consent by the OWNER and the CITY. Assignment without such written consent is void.
- 2.2. CHANGE ORDERS. The CONTRACTOR shall not make any changes or additions to the Schedule of Work or the Specifications without prior written authorization by the OWNER and the CITY.
- 2.3. PERMITS AND CODES. CONTRACTOR shall perform all work under the AGREEMENT in conformance with applicable laws, ordinances, regulations, and orders whether or not such applicable laws, ordinances, regulations and orders are specified in this AGREEMENT or the attachments hereto. If any discrepancy is discovered in the AGREEMENT in relation to any such law, ordinance, regulation, or order, CONTRACTOR shall immediately notify OWNER and CITY of the discrepancy. The CONTRACTOR agrees to secure and pay for all necessary permits and licenses required for the CONTRACTOR'S performance of this AGREEMENT in compliance with applicable federal, state and local laws, regulations and requirements, including local but not limited to building and housing codes, whether or not specified in the Schedule of Work or Specifications.
- 2.4. HOLD HARMLESS. The CONTRACTOR agrees to defend, indemnify, and hold the OWNER, the CITY and their respective elective or appointive boards, agents, employees and officers harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from AGREEMENT. Each CONTRACTOR and subcontractor is acting in the capacity of an independent contractor with respect to the OWNER. The CONTRACTOR further agrees to protect, defend and indemnify the OWNER, the CITY, and their respective elective or appointive boards, agents, employees and officers from any claims by laborers, subcontractors or material person for unpaid work or labor performed, or materials supplied in connection with this AGREEMENT. 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 CONTRACTOR.
- 2.5. ELIGIBILITY. The CONTRACTOR represents that it is not listed on the Disbarred and Suspended Contractor's List of the United States Department of Housing and Urban Development, the CITY or any other public agency, and CONTRACTOR further agrees not to hire or utilize as a subcontractor or supplier any person or firm that is so listed.

- 2.6. **CONDITION OF PREMISES.** The CONTRACTOR agrees to keep the premises clean and orderly and to remove all debris as needed during the course of the work and upon completion of the work in order to maintain work conditions which do not cause health or safety hazards.
- 2.7. **LEAD-BASED PAINT.** The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR'S performance of this AGREEMENT, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one-hundredths of 1 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- 2.8. **TERMINATION.** The CONTRACTOR agrees that the OWNER shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of the AGREEMENT. In such event the OWNER shall be responsible for providing written notice to the CONTRACTOR by registered mail of such default. If the CONTRACTOR fails to remedy such default within 15 days of mailing such notice, the OWNER shall have the right to select one or more contractors acceptable to the CITY to complete the work. If the expense of completing the work exceeds the balance not yet paid to the CONTRACTOR of this AGREEMENT (the "holdback amount"), the CONTRACTOR shall pay the difference to the OWNER within 10 days after OWNER mails by registered mail a written request for payment to the CONTRACTOR. If the expense of completing the work does not exceed the holdback amount, the OWNER shall pay the difference to the CONTRACTOR within 30 days after satisfactory completion of all work by the new contractor if it has been determined by the CITY that said amount is due and payable to the CONTRACTOR for completed work. The OWNER may use that portion of the holdback amount required to compensate the new contractor(s) selected pursuant to this paragraph, and the CONTRACTOR shall have no right to object to this determination by the OWNER.
- 2.9. **INSPECTION.** The CITY and their designees shall have the right to inspect all work performed under this AGREEMENT. The CONTRACTOR and OWNER will take all steps necessary to assure that the CITY or their designees are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the CITY assumes no responsibility to the OWNER for defective material or work under this AGREEMENT or to either party for any breach of this AGREEMENT by the other. However, CITY may determine whether or not work by CONTRACTOR on the project is in compliance with the plans and specifications. CITY may determine the adequacy of CONTRACTOR'S methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. CITY may stop the work of CONTRACTOR if necessary to prevent improper execution and may determine the amount and quality of the several kinds of work and materials. CITY may reject all work and materials which do not conform to the requirements of the AGREEMENT. All instructions, rulings, and decisions of CITY shall be binding on OWNER and CONTRACTOR when delivered or mailed to OWNER or CONTRACTOR in writing.

OWNER or CONTRACTOR shall make every effort to resolve disagreements. In cases that cannot be resolved between the OWNER and CONTRACTOR, the CITY shall make a decision and determination on the disagreement subject to the provision of Section 17 hereof.

2.10. INTEREST OF FEDERAL OR CITY PERSONNEL. The CONTRACTOR agrees that none of the following shall have any interest or benefit, direct or indirect, in the AGREEMENT:

- a. Any officer or employee of the CITY who exercises any function or responsibility in connection with administration of the Grant Program, or any member of the governing body of the CITY.
- b. Any member of the governing body of the locality (as defined by 24 CFR 510.4(m)).
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

2.11. EQUAL OPPORTUNITY. The CONTRACTOR shall abide by all Federal, State or local laws and regulations relative to equal opportunity to all persons, without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability. On agreements of \$10,000 or more, the CONTRACTOR shall abide by the following provisions of Executive Order 11246, and shall incorporate such language in all contracts for \$10,000 or more which it enters into in connection with the AGREEMENT.

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employee and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.
- b. The CONTRACTOR shall, in all solicitations or advertisements for employees placed on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the CONTRACTOR'S commitments under Section 202 of Executive Order Number 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Housing and Urban Development, or designee, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event the CONTRACTOR fails to comply with the nondiscrimination clauses of the AGREEMENT or with any of the said rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

h. The CONTRACTOR shall include the portion of the sentence immediately preceding subparagraph a. and the provisions of subparagraphs a. through h. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The CONTRACTOR shall take such action with respect to any subcontract or purchase order as the property owner or the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however that in the event the

CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner or the Secretary of Housing and Urban Development, the CONTRACTOR may request the CITY to enter into such litigation to protect the interest of the Secretary of Housing and Urban Development of the United States.

2.12. COOPERATION OF OWNER. While this AGREEMENT is in force, OWNER shall permit CONTRACTOR to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, covering, furniture, etc., as necessary.

2.13. WORK WRITE-UP, SPECIFICATIONS AND DRAWINGS. The CONTRACTOR has carefully reviewed the Work Write-Up, rehabilitation specifications, and drawings. Any part of the work not specifically set forth in the Work Write-Up or drawings, but which is necessary for the proper completion of the work shall be supplied at the expense of the CONTRACTOR unless it is specifically excluded from the AGREEMENT.

2.14. MATERIALS AND WORKMANSHIP. Except as otherwise noted, CONTRACTOR shall provide and pay for all materials, labor, tools, and other items necessary to complete the work. Unless otherwise specified, all materials shall be new. Both workmanship and materials shall be of good quality.

2.15. EXTENSION OF TIME OF COMPLETION. The time of completion of this AGREEMENT may be extended by the number of calendar days which CONTRACTOR or subcontractor are prevented from performing work as a result of:

- a. Inclement weather.
- b. The unavailability of materials or workers because of labor disputes.

CITY shall be contacted by CONTRACTOR as soon as possible regarding any suspension or delay of work to determine whether or not circumstances justify extending the time of completion.

2.16. DISPUTES TO BE DETERMINED BY WRITTEN RESPONSE. In the event that any dispute(s) between the CONTRACTOR and the OWNER arises out of or in connection with provisions of this AGREEMENT, either one, or both, shall submit in writing the fact and nature of such dispute(s) to the CITY. Within thirty (30) days of such notice, the CONTRACTOR and the OWNER shall either resolve the dispute or shall seek a resolution of the dispute from written response from the CDBG Coordinator or Project Manager. If the dispute is not resolved by that time, the City will withhold final payment from the CONTRACTOR.

(SIGNATURE BLOCK ON NEXT PAGE)

Mary Ann Wahl, POA
OWNER

2-21-2018
DATE

[Signature]
CONTRACTOR

2/21/18
DATE

By: [Signature]
CITY MANAGER

2/23/18
DATE

APPROVED AS TO FORM
[Signature]
OMAR SANDOVAL
City Attorney
City of Garden Grove
DATED: 2-22-18

ATTEST: [Signature]
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: 3/5/18

Attachment No. 1

Housing Rehabilitation Work Write-Up (Work Write-Up dated 1/30/18)

SEE ATTACHED WORK WRITE-UP

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 <p>EXTERIOR PROPOSAL</p>	<p>Independent Franchise Owner: CertaPro Painters of Yorba Linda 2905 E. Miraloma Ste 6 Anaheim, CA 92806 949-370-4326 Fax : 714-784-2459 dmiller@certapro.com 1-800-462-3782 License #: CA Lic # 985901</p>	<p>Job #: DM30C400067 Date: 01/30/2018</p> <p>Customer Address: Laura Schneider 10772 Allen Dr. Garden Grove* CA 92840 Phone: (406) 493-4853 Email: maryannwahl@lva.com</p>
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This contractor carries workers' compensation insurance for all employees. This contractor carries commercial general liability insurance written by Regency Business Insurance Solutions. You may call Regency Business Insurance Solutions at 949-393-4311 to check the contractor's insurance coverage.

CERTAINTY PLEDGE®

Standard schedule of 8:30am to 5:00pm daily.

SPECIAL NOTES:

The Schneider family would like an estimate to help beautify and freshen up the exterior of their beautiful home located in Garden Grove, CA.

The primary purpose of this project is to repair, maintain, and beautify the property as described above. CertaPro Painters will implement the correct lead safe work practices that are considered the professional standard and as required under the EPA's RRP Rule. By accepting this proposal, the customer acknowledges having received the EPA's Renovate Right pamphlet and a copy of the Recordkeeping Checklist, as required under the EPA's RRP Rule.

The scope of work includes power washing, prepping & painting all siding, under eaves, fascia, metal windows, shutters, wood trim, porch wrought iron, access doors, garage door, and front door.

Specifically excluded are the wood side gate, back yard wood fencing, and metal patio cover, per homeowner request.

COLORS: Colors are TBD at this point and will be confirmed by homeowner prior to CertaPro starting.

EXTERIOR BODY PAINT LINE: We will use Dunn Edwards SPARTASHIELD® Exterior Acrylic Latex Paints for the stucco & wood siding. SPARTASHIELD® is a complete line of premium, ultra-low VOC, 100% acrylic exterior paints that provide exceptional hide, durability and versatility. SPARTASHIELD® products apply easily, dry to a smooth, uniform finish and are low odor.

EXTERIOR TRIM PAINT LINE: We will use Dunn Edwards' EVERSHIELD®: a complete line of Ultra-Premium exterior, Ultra-Low VOC, 100% acrylic paint that provides maximum protection against UV color fade, mildew, efflorescence, water intrusion, and film failure (grain-cracking, peeling, blistering). Advanced technology and premium ingredients provide unparalleled performance, durability, coverage, and adhesion. EVERSHIELD® can be used on properly prepared and primed masonry, concrete, tilt-up, block, stucco, plaster, wood, and exterior metal. All materials will be applied according to manufacturer's specifications.

METAL & DOOR PAINT LINE: We will use Dunn Edwards ARISTOSHIELD®. ARISTOSHIELD® is an ultra-premium interior/exterior ultra-low VOC enamel formulated with advanced water-based urethane alkyd technology for an oil like finish. It is ideal for use on high end residential, commercial, and industrial projects where superior performance and durability are required on metal garage doors, wrought iron, front doors, handralls, and metal doors.

WOOD PREP: Our scope of work includes caulking all previously caulked gaps and cracks, scraping any loose and peeling paint, sanding where scraped, spot priming any bare & repaired areas, prior to repainting.

STUCCO PREP: We will stucco patch any bare areas and blend by feathering in patch to existing stucco. We will fill all stucco cracks with elastomeric patching compound. All repair areas will be primed prior to painting.

METAL PREP: We will brush off loose rust, and spot prime rusted areas prior to painting.

HOMEOWNER NOTICE: Homeowner is responsible for trimming any landscaping that would restrict access to areas getting painted. Homeowner is responsible for moving items away from home prior to project commencement. Please turn off sprinklers prior to our arrival. You can turn them back on the day we are done.

CARPENTRY: This quote does not include any wood replacement or carpentry at this time. We will provide carpentry quotes upon request or should be find any rotted or damaged wood as we progress through the project. Carpentry is billed separately and payment is due upon completion of carpentry. CertaPro Carpentry is billed at a rate of \$55 per man labor hour plus materials. Materials charged at invoice plus 25%. Carpentry paid by Check to "CertaPro Painters". Any carpentry work to be done by anyone other than CertaPro must be 100% completed before CertaPro can begin the painting project. All carpentry estimates provided are based on visual inspections. Pricing could change if there are non-visible items that would require additional work to complete.

INSPECTION PROCESS: As your project nears completion, we request that you complete a preliminary walk through with the Job Site Supervisor so (s)he can address those items directly with you. We have always found that this inspection process virtually eliminates future touch ups and potential call backs. It also ensures that you get exactly what you want.

We are going to provide you with a professional high quality paint job that will protect and beautify your home for years to come. The scope of work to be completed will take approximately 5 days, weather permitting. CertaPro's craftsmanship comes with a two-year written warranty. We look forward to providing you with great customer service along with an outstanding paint job!

GENERAL DESCRIPTION:

Home:
Painting To - Scope of work stated above.

PREPARATION:

Caulking: Caulk all previously caulked gaps and cracks in order to seal out moisture and drafts.
Scraping: Scrape to all loose and peeling paint and stucco that is remaining after the power wash to ensure a firm

base for the new primer & paint.
Sanding: To degloss where necessary to promote adhesion of the top coat.
Stucco: Repair to all cracks, gaps and holes with flexible caulking and stucco patch as required. We will also trench approx. 1"-2" where allowable.

PRIMING	Surface Type/Area	Primer	Purpose
Wood	Spot Prime All Areas with Bare Wood Exposed	Latex	To seal bare surface and provide favorable base for paint to adhere to.
Metal	Spot Prime Areas with Rust & Bare Metal Exposed	Oil/Alkyd Metal Primer	To prevent further damage and make new paint adhere properly
Stucco:	Spot Prime where Repair has been Done.	Latex	To seal surface against flashing and peeling.

Approx. Start Date: TBD

Approx. Completion Date: TBD

Substantial commencement will be when crew and materials first arrive on site.

INCLUDED DETAILS

Home Surface Area	Manufacturer/Paint Type	Color	Costs
Siding/Eaves	Dunn Edwards/Flat/100% Acrylic	TBD	Two
Shutters	Dunn Edwards/Semi-Gloss/Waterborne Alkyd	TBD	Two
Windows	Sherwin Williams/Satin/100% Acrylic	TBD	One
Doors	Dunn Edwards/Semi-Gloss/Waterborne Alkyd	TBD	Two
Facia/Wood Trim	Dunn Edwards/EggShell/100% Acrylic	TBD	Two
Double Garage Door	Dunn Edwards/Semi-Gloss/Waterborne Alkyd	TBD	Two
Wrought Iron	Dunn Edwards/Semi-Gloss/Waterborne Alkyd	TBD	Two

Clean Up

To be completed daily and in full upon job completion. Daily - All Ladders down and stacked- Tools & Equipment stored properly each evening in acceptable, safe location determined by the Owner & CertaPro for safety. A Full Clean Up will be done upon completion to make sure your property is "presentable" when the work is complete (including sweeping and vacuuming paint chips).

Notes/Misc

THANK YOU FOR CHOOSING CERTAPRO PAINTERS!

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best consumer experience possible. This is accomplished by being friendly and courteous, by making the consumer feel part of the process. We recognize that we are guests, and respect the privilege. We want to deliver an exceptional experience to you so that you will rate the service that we provided for you as a 10 out of 10 service.

WARRANTY ON ALL WORK: We warranty our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document, please see back of proposal for details.

NOTE ON MULTI-COAT FAILURES: In the event of a multi coat failure this will not be covered under any type of warranty. While we take every precaution to try and recognize any potential issues in most cases it is impossible to foresee the previous coatings releasing as a result of the most recent coating pulling them loose. This is a result of the most recent coating having a stronger adhesion than previous coatings.

COLOR MATCHING: If you are choosing to have a color matched from an existing sample, we cannot ensure 100% accuracy. Color Matching though accurate is not an exact science, and human/mechanical error does come into play. If additional coatings are necessary to ensure your satisfaction, a charge for the additional paint and labor may be applied to your final bill.

SPECIAL NOTE REGARDING COLOR SELECTIONS - Color selections can affect the price of this proposal. Some bright colors (Bright Whites, Reds, Blues and Yellows) along with Ultra Deep Base Dark Colors (Chocolate Browns, Charcoal Grays, Blacks, etc) may require multiple coats or more paint than what is initially calculated in this proposal to achieve a quality finish, regardless of the paint quality. We will contact you upon receiving color selections should additional time or paint be needed to achieve a quality finish.

CARPENTRY: Our carpentry estimates are based on visual inspections. Pricing could change if there are non-visible items that would require additional work to complete.

Unless Specifically requested or noted in the proposal, feather sanding is not included. This means sanding the edges smooth from previous paint jobs where the paint was only scraped and not sanded leaving a cavity effect.

FINAL PRICING

PRICE OF INCLUDED ITEMS (All labor, paint, materials)	\$4950.00
SALES TAX (@ 0%)	\$0.00
CONTRACT PRICE	\$4950.00
DEPOSITS DUE	-\$0.00
THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS	
PAYMENTS RECEIVED	-\$0.00
BALANCE DUE	\$4950.00

You are entitled to a completely filled in copy of this agreement, signed by you and the contractor, before any work may be started.

List of Documents to be Incorporated into Contract:

Mechanics' Lien Warning, Notice of Right to Cancel, Contractors State License Board (CSLB), Schedule of Progress Payments, CGL Insurance Information

The law requires that the contractor give you a notice explaining your right to cancel.

_____ **Initial if the contractor has given you a "Notice of the Three-Day Right to Cancel."**

Note about Extra Work and Change Orders.

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

Signature of Authorized Franchise Representative: _____ Date: _____

Payment Terms: In Full upon Job Completion

PAYMENT OPTIONS: Cash, Check or Credit Card. Price listed on this proposal represents the discounted cost if paying by cash or check. The non-discounted price is 3.00% higher (if credit card payment is chosen).

DECLARATION

(I/WE) HAVE READ THE TERMS STATED HEREIN, THEY HAVE BEEN EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY HAVE BEEN SHOWN TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE

SIGNATURE

DATE

SIGNATURE

DATE

Owner/Tenant has the right to require a performance and payment bond.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2017

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 have ADDITIONAL INSURED provisions or 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 Regency Business Ins. Sol./Tri Canyon Ins. Srv. 26895 Aliso Creek Rd B794 Aliso Viejo CA 92656	CONTACT NAME: Robert Ford PHONE (A/C, No, Ext): (949)393-4311 E-MAIL ADDRESS: robert@regency1insurance.com	FAX (A/C, No): (949)274-4182
	INSURER(S) AFFORDING COVERAGE	
INSURED LYB@HOME, Inc, DBA: CertaPro Painters of Yorba Linda 3315 E Miraloma Ave STE 110 Anaheim CA 92806	INSURER A: Kinsdale Insurance Company NAIC # 38920	
	INSURER B: Allstate 19232	
	INSURER C: AIG Premier Ins. Co.	
	INSURER D: American Zurich Insurance Company 40142	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1792804642 **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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	0100031233-2	08/08/2017	08/06/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	648796312	09/10/2017	09/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ 1,000,000
Medical payments \$ 5,000							
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	EBU087710966	08/07/2017	08/06/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WC 00-93-898-00	07/31/2017	07/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER ***Proof of Insurance***	CANCELLATION 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 

Laura Schneider
10772 Allen Drive
Garden Grove, 92840
Phone # 714-318-4656

1/9/2018

Homeowner is requesting the following Sr. Grant improvements:

\$ \$4,950 1. Exterior Paint

Notes: Lead report noted positive findings on metal door and door frame of sliding glass from den to backyard AND window well/sash/frame on north, south, and west facing windows. **Contractor MUST be EPA Certified and use lead-safe work practices.**

Painting required

NO PERMIT REQUIRED

\$ N/A 2. Replace/Install front patio cover

Notes:

The old one was removed during the reroof – patio would be new
PERMIT REQUIRED

***Contractor shall obtain a building permit and obtain inspections as necessary (include cost of permit in bid).**

\$ N/A **(Required)** Contractor shall verify that there are properly working smoke detectors and carbon monoxide detectors as required by the California Residential Code. Contractor shall, if necessary, install smoke detectors in each bedroom and smoke detectors with carbon monoxide detectors outside the sleeping areas in the immediate vicinity of the bedrooms.

(Attach separate sheet for suggested options and material changes)

Additional notes:

TOTAL BID ESTIMATE \$ \$4,950



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2018

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 have ADDITIONAL INSURED provisions or 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 Regency Business Ins. Sol./Tri Canyon Ins. Srv. 26895 Aliso Creek Rd B794 Aliso Viejo CA 92656	CONTACT NAME: Robert Ford PHONE (A/C No. Ext): (949) 393-4311 FAX (A/C, No): (949) 274-4182 E-MAIL ADDRESS: robert@regency1insurance.com
	INSURER(S) AFFORDING COVERAGE
INSURER A: Kinsdale Insurance Company	NAIC # 38920
INSURER B: Allstate	NAIC # 19232
INSURER C: AIG Premier Ins. Co.	
INSURER D: American Zurich Insurance Company	NAIC # 40142
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1792804642 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		0100031233-2	08/06/2017	08/06/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y		648796312	09/10/2017	09/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		EBU087710966	08/07/2017	08/06/2018	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 00-93-898-00	07/31/2017	07/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Garden Grove, its officers, officials, agents, employees, and volunteers" as additional insureds.

Reviewed and approved as to insurance language and/or requirements.
Heidi M. Jay
 Risk Management
 2-15-18

CERTIFICATE HOLDER City of Garden Grove Attn: Risk Management 11222 Acacia Pkwy. Garden Grove CA 92840	CANCELLATION 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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

Attached To and Forming Part of Policy 0100031233-2 ✓	Effective Date of Endorsement 08/06/2017 12:01AM at the Named Insured address shown on the Declarations	Named Insured LYB@Home Inc
Additional Premium: \$0	Return Premium: \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

- A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required to include as an additional insured on this policy by written contract in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured and is proximately caused by "your work" or "your product" for the Additional Insured.
- B. The insurance provided to the Additional Insured under this endorsement is limited as follows:
1. In the event the written contract requires limits of insurance in excess of the Limits of Insurance provided by this policy, the Limits of Insurance provided by this policy shall apply and not the limits required by the written contract. This endorsement shall not increase the Limits of Insurance stated in the Declarations of this policy.
 2. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract. If such insurance is required by written contract, the insurance provided to the Additional Insured is limited to the alleged or actual vicarious liability imposed on the Additional Insured as a result of the alleged or actual negligent conduct of the Named Insured as a result of liability solely caused by "your work" or "your product" for the Additional Insured.
 3. Any insurance provided by this endorsement to an Additional Insured shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.
 4. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
 5. This insurance does not apply to "bodily injury" or "property damage," arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured.
- C. Duties of the Additional Insured in the event of "occurrence", claim or "suit":
1. The Additional Insured must promptly give notice of an "occurrence", a claim which is made or a "suit", to any other insurer which has insurance for a loss to which this insurance may apply.
 2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US-BLANKET

<i>Attached To and Forming Part of Policy</i> 0100031233-2 ✓	<i>Effective Date of Endorsement</i> 08/06/2017 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> LYB@Home Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

SECTION IV – CONDITIONS, 8. Transfer of Rights of Recovery against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against persons or organizations because of payments we make for injury or damage arising out of "your work" done under a written contract with that person or organization wherein you have agreed to provide this waiver.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Reviewed and approved as to insurance language
and/or requirements.
Heidi M. Jay
Risk Management
2-18-18
HJ

Policy Number
648796312 ✓

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 002

Allstate Insurance Company

Named Insured LYB@HOME INC

Effective Date: 01-17-18
12:01 A.M., Standard Time

Agent Name COMMISSION2CASH LLC

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

THE FOLLOWING ADDITIONAL INTEREST (ADDITIONAL INSURED - OTHER) HAS BEEN ADDED TO THE POLICY:

CITY OF GARDEN GROVE ATTN: RISK MANAGEMENT
11222 ACACIA PKWY
GARDEN GROVE CA 92840-5208

PRODUCER NAME HAS BEEN AMENDED TO COMMISSION2CASH LLC.

THE FOLLOWING FORM(S) HAS BEEN ADDED:
CA 20 48 10-13 DESIGNATED INSURED

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

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

Heidi M. Jay
Risk Management
2-15-18

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In **SECTION I - COVERED AUTOS**, the following changes are made:

The following is added:

D. Physical Damage Coverage for Temporary Substitute and Leased Autos

If Physical Damage Coverage is provided by this policy, the following kinds of "autos" are covered "autos" for the same coverages provided by the policy:

1. Any private passenger "auto", or other than private passenger vehicle with gross vehicle weight of 20,000 lbs. or less, you do not own while used with the permission of the owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.
2. Private passenger "autos" and other than private passenger vehicles with gross vehicle weight of 10,000 lbs. or less, leased, hired, rented, or borrowed for a period of 30 days or less. This does not include any vehicle you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

In **SECTION II - LIABILITY COVERAGE**, the following changes are made:

Under **A. Coverage, Who Is An Insured**, the following is added:

Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

Risk Management

2-15-18

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or in which you hold a majority interest. This provision applies only if there is no similar insurance provided to that organization.
- e. Any organization you acquire or form after policy inception, other than a partnership or joint venture, over which you maintain ownership, or in which you hold a majority interest. Coverage under this provision does not apply:
 - (1) If there is similar insurance provided to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any person or organization that you are required to name as an additional insured under the terms of a written job contract, or by written insurance requirements executed prior to any covered "loss" or claim. This protection applies only if the person or organization is liable for the conduct of an "insured" and only to the extent of that liability.

Under **A. Coverage, Coverage Extensions, Supplementary Payments**, subparagraphs (2) and (4) are replaced with the following:

- (2) Up to \$5,000 for 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.