



# 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.*

**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

February 14, 2018


Harris & Associates, Inc.  
22 Executive Park, Suite 200  
Irvine, CA 92614

Attention: Carol Hill

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Harris & Associates, to provide assessment engineering services for the City's Street Lighting and Park Maintenance Districts for fiscal year 2018-19.

Sincerely,

Teresa Pomeroy, CMC  
City Clerk

By:   
Liz Vasquez  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Public Works Department

## **CONSULTANT AGREEMENT**

THIS AGREEMENT is made this 13<sup>th</sup> day of February 2018, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and HARRIS & ASSOCIATES, 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 City Council Resolution No. 9212-14
2. CITY desires to utilize the services of CONSULTANT to provide Assessment Engineering Services for the City's Street Lighting and Park Maintenance Districts for Fiscal Year 2018-19.
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 compensation reaches the not to exceed amount or sooner terminated per Section 3.5
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 is 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.** Compensation under this Agreement shall be per fee schedule included in the Proposal.
  - 3.2 **Not to Exceed.** Compensation under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000).

- 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.
- 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 each have the right to terminate this Agreement, without cause, by giving thirty-(30) days written notice of termination to the other party. If CITY terminates the project, then the provisions of paragraph 3 shall 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.
- 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 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 the amount of \$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 the amount of \$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 the amount of \$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 understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent

contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONSULTANT shall so inform each employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.

8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement, if any, to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
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:

Carol Hill  
Harris & Associates, Inc.  
22 Executive Park, Ste. 200  
Irvine, CA 92614

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

Engineering:  
Attn: Ana V. Neal  
City of Garden Grove  
P.O. Box 3070  
Garden Grove, CA 92840

City Attorney  
Attn: Omar Sandoval  
City of Garden Grove  
P.O. Box 3070  
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, Exhibit "A" hereto, 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: 2/13, 2018

By: [Signature]  
Scott C. Stiles  
City Manager

**ATTEST**

[Signature]  
City Clerk

Dated: 2/13, 2018

**"CONSULTANT"**

Harris & Associates, Inc., a California Corporation

By: [Signature]  
Title: VICE PRESIDENT

Dated: 2/5, 2018

**APPROVED AS TO FORM:**

[Signature]  
Garden Grove City Attorney

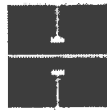
Dated: 1-26, 2018

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





**EXHIBIT "A"**  
**FEE SCHEDULE & PROPOSAL**



## Harris & Associates

January 23, 2018

Mr. Dan Candelaria, P.E., T.E.  
City Engineer  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92842

**Re: Proposal for Assessment Engineering Services for Lighting and Landscaping  
Maintenance Districts for Fiscal Year 2018-19**

Dear Dan,

The following is our proposal for Assessment Engineering Services for the City's Maintenance Districts.

These services include the annual administration and levy services for FY 2018-19 for the City's existing districts previously established pursuant to the Landscaping and Lighting Act of 1972:

- Street Lighting District No. 99-1
- Street Lighting District (Citywide except for Street Lighting District No. 99-1)
- Park Maintenance District (Citywide)

Attached please find Exhibit A, for attachment to a mutually agreeable contract, showing our proposed Scope of Services, Schedule, Project Team and Estimated Fees.

Our team is excited about the opportunity of continuing our working relationship with the City of Garden Grove. We would welcome the opportunity to further discuss our proposal if you have any questions or comments.

Sincerely,

**Harris & Associates**

K. Dennis Klingelhofer  
Vice President, Public Finance

## Scope of Services

### A. Annual Administration / Assessment Levy Services

The City currently has three existing districts previously established pursuant to the Landscaping and Lighting Act of 1972:

- Street Lighting District No. 99-1
- Street Lighting District (Citywide except for Street Lighting District No. 99-1)
- Park Maintenance District (Citywide)

Provisions of the Landscaping and Lighting Act of 1972 will be used in completing the work. This scope of work is based on the assumption that there will be no increases in assessment rates as defined by Article XIID of the California Constitution (Proposition 218) and the Proposition 218 Omnibus Implementation Act. Additionally, this scope assumes that 3 separate Engineer's Reports will be provided (one for each district), but that all meetings will be held concurrently.

- A.1 **Research.** Obtain all available information from the City regarding the district, including the current assessment databases, electronic map files from the City, a listing of projected expenditures and revenues and any additional information. Update the current database files with the latest Assessor's parcel numbers and land use information.
- A.2 **Meetings and Coordination.** Meet with City staff to review the districts, receive budgets and confirm schedule; conduct one status meeting in conjunction with the draft Engineer's Reports and one for the final Engineer's Reports, if required; attend the City Council meetings considering the Resolutions of Intention and the public hearings, and provide technical support and answer questions. Total of up to five (5) meetings.
- A.3 **Estimated Budgets.** Review budgets for the upcoming fiscal year by establishing projected costs based on prior year estimates and actual/projected changes in costs and improvements.
- A.4 **Engineer's Reports.** Prepare the Engineer's Reports setting the annual assessment rates for the next fiscal year based on budget estimates from City, and including reduced copies of the updated Assessment Diagrams. The Engineer's Reports will also incorporate any new annexations into the districts during the previous year. Provide PDF copies of the draft Reports for review and comment. Provide a PDF copy and up to ten (10) bound copies of the finalized Reports and up to (2) bound copies of the Preliminary Assessment Rolls for processing and filing.
- A.5 **Submittal to County.** After confirmation of assessments, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the property tax bills. Submit the roll to the County and, after receipt of the County's exception report, make any required corrections. Deliver up to two (2) bound copies of the accepted Assessment Rolls to the City and a copy of the electronic file.

EXHIBIT A

The following is a preliminary schedule for the annual assessment levy proceedings.

Preliminary Annual Assessment Levy Process Schedule

Task	Est. Date	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Notice to Proceed / Initial Meeting	mid Feb-18		■						
Research and Database Update	late Feb-18		■						
Receive Budgets from City	late Feb-18		■						
Draft Engineer's Reports	early Mar-18		■	■					
Review comments with City	mid Mar-18			■					
Final Engineer's Reports	late Mar-18			■	■				
Resolution of Intention	10-Apr-18				■				
Public Hearing	8-May-18					■			
Submittal to County	by 10-Aug-18							■	■

Responsibilities of the City

- Secure qualified legal counsel to provide legal advice to the City and Assessment Engineer.
- Provide resolutions required by the City Council and all legal notices, and schedule and agendize City Council meetings and hearings as required under the Act.
- Provide the Assessment Engineer with budgets for all improvements to be maintained.
- Provide postage for mailed noticing/balloting (if optional service is requested).
- Provide access to records and data for land use data, including electronic map files, and any other pertinent information.

Project Team

Each of our team members has extensive assessment engineering and special financing experience. They thoroughly understand the provisions and implications of Prop. 218, and have provided special and general benefit analyses for all types of improvements.

**Project Manager – Carol J. Hill**, will be the project manager and will be responsible for coordinating all aspects of the project, maintaining a close liaison with the City and ensuring the City's satisfaction with the services. She will be the main point of communication between the project team and the City and will direct the activities of the project. Ms. Hill has over 15 years of assessment engineering experience. She will oversee researching and updating the current database with the new Assessor's data, providing database analysis and summary information, processing the assessment notices and ballots, and coordinating with the County Auditor-Controller's offices for assessment submittals for inclusion on the property tax bills.

**Assessment Engineer – K. Dennis Klingelhofer, P.E.** - Mr. Klingelhofer is a registered Professional Engineer in the State of California and has over 30 years of assessment and financial engineering experience consulting to cities, counties and special districts throughout the State of California. He has assisted agencies with the analysis of special benefit from various types of improvements, in accordance with the requirements of Article XIID of the California State Constitution (Proposition 218). He has prepared Engineer's Reports and Assessment Diagrams,

**EXHIBIT A**

and has assisted with presentations to City Councils and property owners, the preparation and mailing of notices and ballots, and ballot tabulation.

**Sr. Project Analyst – Diana Sheng** is responsible for the technical aspects of the annual administration. This includes researching and updating the current database with the new Assessor’s data, providing database analysis and coordinating with the County Auditor-Controller’s offices for assessment submittals for inclusion on the property tax bills. Ms. Sheng has over 10 years of experience.

**Proposed Fee**

Based upon our understanding of the scope of services and our experience on similar projects, the following is our estimated fees. We have been able to maintain these fees by utilizing enhanced processes both internally and with county systems to offset the increase in salaries and operational expenses and are pleased we can offer the same rate as FY 2017-18. If you would like to expand the current 1-year agreement through Fiscal Year 2020-21 (3 years) to lock in this rate per year, please adjust the contract terms to a 3-year agreement.

**Task A – FY 2018-19 Annual Administration / Assessment Levy Services**

Street Lighting Districts (Citywide & 99-1) and  
Park Maintenance District ..... **\$25,000** Annual lump sum\*  
\* Optional two (2) 1-year extensions for a total of 3 years (or as stated in the signed contract)

**Optional Service**

Annexations/Increase Proceedings ..... as mutually agreed to and authorized  
and in accordance with our current schedule of the hourly rates

Most indirect expenses (such as mileage, duplicating and postage) are included in the lump sum fees shown above, except as noted.

Invoices for these services will be submitted monthly for services provided in the previous month and shall be paid within 30 days of receipt.



CERTIFICATE OF THE PRESIDENT & CEO  
OF  
HARRIS & ASSOCIATES, INC.

Authorization to Enter into Contracts and Proposals

Pursuant to the authority granted by Section 5.3 of the Bylaws of Harris & Associates, Inc., a California corporation ("Company"), and the delegation of authority by the Board of Directors of the Company, to the President/CEO, the undersigned, as President/CEO, hereby authorizes the individuals named below to have the authority to enter into contracts and proposals and incur obligations in the amounts set forth below for contracts with acceptable risk. Those contracts that have questionable risk must be elevated to the Executive Leadership Team ("ELT") for review and approval. These individual authorities shall remain in effect until the designated individual's employment or position is terminated, or the signing authority is revoked, changed or amended by a duly executed Certificate of the President/CEO.

Contracts and Proposals in Unlimited Amounts:  
(C-suite and Division Presidents (SVP's))

Ehab Gerges  
John Kuprenas  
Lisa V. Larrabee  
Glenn Suitor  
Steven Winchester

Contracts and Proposals up to Five Million Dollars (\$5,000,000)  
(Division Practice Leaders (VP's))

Christopher J. Dunne  
K. Dennis Klingelhofer  
Gary H. Yagade

Contracts and Proposals up to One Million Dollars (\$1,000,000)

Randall G. Berry                      Roger Kohne  
Jasmine Cuffee                      Matt C. Nethercutt  
Vijay Desai                              Vernon A. Phillips  
Ann Hajnosz                              Sam Yaghmaie

Contracts and Proposals up to Two Hundred Fifty Thousand (\$250,000)

Scott Alman                      Patrick Dobbins                      Kate Giberson                      Bobby Pentorali  
Ryan Binns                        Sean Dunbar                        Brandon Hays                      Diane Sandman  
Alison Bouley                      Jules Feher                        Lara Jennings                      David Vallejos  
Brian Brown                        Serafin Fernandez                      Frank Lopez                        Alex Yescas

IN WITNESS WHEREOF, the undersigned has executed this Certificate of the President as of this 26<sup>th</sup> day of October, 2017

\_\_\_\_\_  
Lisa V. Larrabee, President & CEO



# 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 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 0757776 HUB International Insurance Services Inc. P. O. Box 4047 Concord, CA 94524	1-800-877-4560	CONTACT NAME: PHONE (A/C, No, Ext): 925 609-6500 FAX (A/C, No): 925 609-6550 E-MAIL ADDRESS:
INSURED Harris & Associates Inc. Attn: Susan Mandilag 1401 Willow Pass Road, Suite 500 Concord, CA 94520		INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of America INSURER B: Navigators Specialty Insurance Company INSURER C: Travelers Property Casualty Co of Amer INSURER D: Continental Casualty Company INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 52033787 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		ZBF9201722 08	08/01/17	08/01/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		LA17EXC7127011 C	08/01/17	08/01/18	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	PJUB8166N36A17 *	08/01/17	08/01/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY Claims-Made		AEH591891588	08/01/17	08/01/18	Per Claim 10,000,000 Aggregate 10,000,000 Ded. Each Claim 150,000

*Reviewed and approved as to insurance language and/or requirements.*  
*Heidi Jay*  
*2-12-18*  
Risk Management

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
\* Workers Compensation policy excludes monopolistic states ND, OH, VA, WY.  
General Liability Additional Insured status granted, if required by written contract/agreement, per attached forms MAN-0426 0715 & MAN-0427 0715.

City, its officers, officials, employees agents & volunteers are additional insureds under General Liability if required by a written contract  
RE: FY 2018-19 Street Lighting & Park Maintenance Dist. (HA #1800029)

<b>CERTIFICATE HOLDER</b> 180-0029 (2019) City of Garden Grove Ana V. Neal P. O. Box 3070 Garden Grove, CA 92840 USA	<b>CANCELLATION</b> 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 <i>Susan Mandilag</i>
--	---

POLICY NUMBER: ZBF9201722 08 ✓

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION**

MAN-0426 07/15

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket as Required By Written Contract	

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

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

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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

*Deidra M. Jay*  
Risk Management  
2-12-18



POLICY NUMBER: ZBF9201722 08 ✓

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
COMPLETED OPERATIONS**

MAN-0427 07/15

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket as Required By Written Contract	

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

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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

*Heidi M. Jay*  
Risk Management

2-12-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance:**

#### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### (1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When (2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (3) below.

#### (2) Excess Insurance

(a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk of similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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

*Richard M. Jay*  
Risk Management  
2-12-18

damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (b) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (c) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (ii) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### (3) Method Of Sharing

- (a) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (b) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Person Or Organization:

BLANKET WITH WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Page 1 of 1

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

*Neidra M. Jay*  
Risk Management  
2-12-18



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) - 001

POLICY NUMBER: (PJUB-8166N36-A-17)

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

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

The additional premium for this endorsement shall be 02.000 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Reviewed and approved as to insurance language and/or requirements. Heidi M. Jay Risk Management 2-12-18

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured Policy No. Endorsement No. Premium

Insurance Company Countersigned by \_\_\_\_\_



# 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 Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Sponsored Programs
	PHONE (A/C No. Ext): 1-877-320-9393 FAX (A/C No.): 515-365-0895 E-MAIL ADDRESS: riskmanagement@marshpm.com Vendor ID: 31459
INSURED HARRIS & ASSOCIATES, INC 1401 Willow Pass Road, Ste 500 Concord, CA 94520	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Old Republic Insurance Company <i>At XII</i> 24147
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 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 SURR (NSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	L100554-17	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1XL1

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory. City, its officers, officials, employees, agents and volunteers are additional insured where required by written contract.  
 RE: FY 2018 - 19 Street Lighting & Park Maintenance Distr. (HA #180029)

<b>CERTIFICATE HOLDER</b> 180-0029 (2019) City of Garden Grove Ana V. Neal P.O. Box 3070 Garden Grove, CA 92840	<b>CANCELLATION</b> 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 <i>Brendalincant</i>

Reviewed and approved as to insurance language and/or requirements.  
*Wendy Jay*  
 Risk Management  
 2-12-18



# OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### Schedule

Any person(s) or organization(s) as required by written contract or agreement.

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
  - a. Which are covered by this insurance; and
  - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
  - a. The minimum limits of insurance which you agreed to provide, or
  - b. The limits of insurance of this policywhichever is less.

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

*Heidi M. Jay*  
Risk Management  
2-12-18

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Page 1 of 1

HARRIS & ASSOCIATES, INC

08/01/2017- 08/01/2018

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND  
NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**Designated Person(s) or Organization(s):**

All persons or organizations where required by written contract.

**WHO IS AN INSURED (SECTION II)** is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

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

*Neilson Jay*  
Risk Management  
2-12-18

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Page 1 of 1  
HARRIS & ASSOCIATES, INC

08/01/2017 - 08/01/2018

POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: HARRIS & ASSOCIATES, INC

Endorsement Effective Date: 08/01/2017

## SCHEDULE

Name(s) Of Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

*Devin Jay*  
Risk Management  
2-12-18

CA 04 44 10 13 ✓  
L100554-17

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HARRIS & ASSOCIATES, INC

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08/01/2017 - 08/01/2018