



# 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.*

January 24, 2018


Sam Thatte Visual Communications  
14321 Main Street  
Hesperia, CA 92345

Attention: Sam Thatte

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Sam Thatte Visual Communications, to provide the planning and preparation of the City of Garden Grove State of the City event.

Sincerely,

Teresa Pomeroy, CMC  
City Clerk

By:   
Liz Vasquez  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Community Services Department

**Steven R. Jones**  
Mayor

**Phat Bui**  
Mayor Pro Tem - District 4

**Kris Beard**  
Council Member - District 1

**John R. O'Neill**  
Council Member - District 2

**Thu-Ha Nguyen**  
Council Member - District 3

**Stephanie Klopfenstein**  
Council Member - District 5

**Kim Bernice Nguyen**  
Council Member - District 6

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 24<sup>th</sup> day of January, 2018, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY") and Sam Thatte Visual Communications, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide the planning and preparation of the State of the City per Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall be for period of 120 days from full execution of the agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Four Thousand Six Hundred Dollars Only (\$4,600.00), payable in arrears and in accordance with proposal in Attachment "A".
  - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and

payment shall be based on schedule included in Proposal (Attachment A).

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR 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. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

CONTRACTOR has executed the Workers' Compensation Certificate for Sole Proprietors, attached hereto as Attachment "B" and incorporated herein by this reference, and represents that it is a sole proprietorship and is not legally required to carry Workers' Compensation Insurance at the time of execution of this Agreement.

- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

CONTRACTOR has executed the Request for Exemption from Providing Automobile Liability Coverage, attached hereto as Attachment "C" and incorporated herein by this reference, and represents that it does not drive to or from the City of Garden Grove, for any reason, as part of the fulfillment of the services to be provided under this contract.

- (c) Professional liability in an amount not less than \$1,000,000. 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. 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 either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

**An On-Going and Completed Operations Additional Insured Endorsement** 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 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 4.3 (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, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be 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.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement 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. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)  
Sam Thatte Visual Communications  
Attention: Sam Thatte  
14321 Main Street  
Hesperia, CA 92345

b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR 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 Contractor 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 CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR 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 CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR 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 CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **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.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall 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 CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole 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 CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\\ \\ \\

(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: 1/24/18

**"CITY"**  
**CITY OF GARDEN GROVE**

By: [Signature]  
City Manager

**ATTESTED:**

[Signature]  
City Clerk

Date: 1/24/18

**"CONTRACTOR"**  
**Sam Thatte Visual Communications**

By: Sam Thatte Visual Communications

Name: Sam Thatte

Title: Owner

Date: 1/16/18

Tax ID No. 618 14 5497

Contractor's License: N/A

Expiration Date: \_\_\_\_\_

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

(Sole Proprietor)

**APPROVED AS TO FORM:**

[Signature]  
Garden Grove City Attorney

1-24-18  
Date



# Attachment "A"



QUOTE 2151160  
ISSUED October 25, 2017

FROM Sam Thatte Visual Communications  
14321 Main Street  
Hesperia, CA 92345

QUOTE FOR City of Garden Grove  
Ana Pulido  
11222 Acacia Pkwy  
Garden Grove, CA 92840

ITEM	QUANTITY	PRICE	TOTAL
<b>State of the City- Plan and Preparation</b> 1. Strategize and plan presentation: Meet with City to create a plan for the speech taking into account, goals for the event, presentation duration, City's strategic plan or hot topics, a presentation theme/style as well as the Mayor's speaking style, keeping in mind the demographics of the audience.  2. Craft a slide presentation that is closely aligned with the speech (script) to create an engaging experience for the audience where they hear the speech and see visuals that tell a story. The slide presentation will be a combination of PowerPoint slides and video (Provided by client) that will be tested and re-tested to ensure a flawless show on the day of the presentation.	1	\$2,100.00	\$2,100.00
<b>Rehearsals prior to SOTC</b> Attend rehearsals with the Mayor and any council members (if necessary). Final speech rehearsal should be conducted with the mayor and should include an audio-visual and multimedia check to ensure all equipment, sound and visuals are good to go at the venue on the day of the presentation.	1	\$600.00	\$600.00
<b>State of the City- Day of the event</b> Manage PowerPoint show and videos at the event during the speech to precisely match the Mayor's delivery of the State of the City presentation.	1	\$800.00	\$800.00
<b>State of the City- Post Presentation</b> Create an Enhanced State of the City Presentation video which is the recorded video of the Mayor synchronized with the animated PowerPoint slides and videos produced by GGTV3 to share on the City website and social media channels.	1	\$1,100.00	\$1,100.00
Subtotal:			\$4,600.00
Tax			\$0.00
<b>TOTAL:</b>			<b>\$4,600.00</b>

Ana Pulido

✓ Accepted: Dec 8th, 2017

**ATTACHMENT "B"**

**WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS**

**[Sam Thatte Visual Communications]**

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance as required under California law. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City/Successor Agency/Sanitary District with evidence satisfactory to the City/Successor Agency/Sanitary District that it has secured workers' compensation and employers' liability insurance satisfactory to the City/Successor Agency/Sanitary District prior to any such employee performing any work under the Contract Documents.

**I declare under penalty of perjury under the laws of the State California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign on behalf of and bind Sam Thatte Visual Communications**  
Company Name

SIGNATURE OF AUTHORIZED PERSON: *Sam Thatte*

PRINTED NAME OF AUTHORIZED PERSON: Sam Thatte

TITLE OR POSITION OF AUTHORIZED PERSON: Owner

COMPANY NAME: Sam Thatte Visual Communications

DATE: 1/16/18

**NOTE:** This form shall serve as notification to the City of Garden Grove that Contractor represents that it not legally required to have Workers Compensation or Employers' Liability Insurance under California law.

**DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST!**  
**City/Successor Agency/Sanitary District Use Only**

RISK MANAGEMENT DIVISION SIGNATURE: *Heidi M. Jay*

DATE: 1-23-18

ATTACHMENT "C"

REQUEST FOR EXEMPTION FROM PROVIDING AUTOMOBILE LIABILITY  
COVERAGE

[Sam Thatte Visual Communications]

Contractor/Consultant by the signature of its authorized representative hereunder represents that all work performed under this contract does not require the Contractor/Consultant, its employees, representatives, or agents, to drive to and from the City of Garden Grove or engage in any driving related to the contractual obligations. However, if, at any time during the performance of the Work contemplated by the Contract Documents, or arising out of the services provided, the Contractor/Consultant, its employees, representatives, or agents should need to drive to and from the City of Garden Grove or engage in any driving to meet the contractual obligations, the Contractor will be responsible for notifying and providing the City/Successor Agency/Sanitary District with evidence satisfactory to the City/Successor Agency/Sanitary District that it has secured automobile liability coverage satisfactory to the City/Successor Agency/Sanitary District, prior to any such Consultant/Contractor, employee, representative or agent, performing any work under the Contract Documents.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign this form on behalf of and bind** SAM THATTE VISUAL COMMUNICATIONS

Company Name

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

*[Handwritten Signature]*

PRINTED NAME OF AUTHORIZED PERSON: \_\_\_\_\_

*Sam Thatte*

TITLE OR POSITION OF AUTHORIZED PERSON: \_\_\_\_\_

*Owner*

COMPANY NAME: \_\_\_\_\_

*Sam Thatte Visual Communications*

DATE: \_\_\_\_\_

*1/16/18*

**NOTE:** This form shall serve as a request for exemption from providing proof of Automobile Liability Insurance, unless the approval signature from the City of Garden Grove Risk Management Division is present below.

**DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST**  
**City/Successor Agency/Sanitary District Use Only**

Denied

Approved

RISK MANAGEMENT DIVISION SIGNATURE: \_\_\_\_\_

*[Handwritten Signature]*

DATE: \_\_\_\_\_

*1-23-18*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2017

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 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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b>	
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA		PHONE (A/C, No, Ext): (888) 202-3007	
520 Madison Avenue		FAX (A/C, No):	
32nd Floor		E-MAIL ADDRESS: contact@hiscox.com	
New York, NY 10022		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : Hiscox Insurance Company Inc <i>A, XV</i>	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
<b>INSURED</b>		<b>NAIC #</b>	
<i>Sam Thatte</i> Sam Thatte Visual Communications <i>760-383-1010</i>		10200	
7271 Hawthorne RD			
<i>samthatte@yahoo.com</i>			
Hesperia CA 92345			

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		UDC-1679811-CGL-18	01/05/2018	01/05/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 0
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	if yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

*Reviewed and approved as to insurance language and/or endorsements.*  
*Heidi M. Jay*  
Risk Management  
1-23-18

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
ATTN: RISK MANAGEMENT City of Garden Grove, its officers, officials, agents, employees, and volunteers are additional insureds. The Hiscox General Liability policy UDC-1679811-CGL is primary per policy terms and conditions.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Garden Grove, its officers, officials, agents, employees, and volunteers 11222 Acacia Pkwy. Garden Grove, CA 92840	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>Brett R. Lutz</i>

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Hiscox Insurance Company Inc.

Policy Number: UDC-1679811-CGL-18  
Named Insured: Sam Thatte Visual Communications  
Endorsement Number: 17  
Endorsement Effective: January 05, 2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Garden Grove, its officers, officials, agents, employees, and volunteers 11222 Acacia Pkwy Garden Grove, CA 92840
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**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 your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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

*Heidi M. Jay*  
 Risk Management  
 1-23-18





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/21/2017

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**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).

<b>PRODUCER</b> Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007		FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com		
<b>INSURED</b> <i>Sam Thatte</i> Sam Thatte Visual Communications <i>760-38-1010</i> 7271 Hawthorne RD <i>Sam Thatte @ yahoo.com</i> Hesperia CA 92345	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Hiscox Insurance Company Inc <i>A, XV</i>		10200
	INSURER B :		
	INSURER C :		
INSURER D :			
INSURER E :			
INSURER F :			

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <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>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			<i>Reviewed and approved as to insurance language and requirements.</i> <i>D. Keckling Jay</i> <i>Risk Management</i> <i>1-23-18</i>			EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability	Y		UDC-1679811-EO-18	01/05/2018	01/05/2019	Each Claim: \$ 1,000,000 Aggregate: \$ 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 are additional insureds.

<b>CERTIFICATE HOLDER</b> City of Garden Grove, its officers, officials, agents, employees, and volunteers 11222 Acacia Pkwy 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>Brett R. Duff</i>
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ATTACHMENT "B"

WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

[Sam Thatte Visual Communications]

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance as required under California law. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City/Successor Agency/Sanitary District with evidence satisfactory to the City/Successor Agency/Sanitary District that it has secured workers' compensation and employers' liability insurance satisfactory to the City/Successor Agency/Sanitary District prior to any such employee performing any work under the Contract Documents.

**I declare under penalty of perjury under the laws of the State California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign on behalf of and bind** Sam Thatte Visual Communications

Company Name

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

*Sam Thatte*

PRINTED NAME OF AUTHORIZED PERSON: \_\_\_\_\_

Sam Thatte

TITLE OR POSITION OF AUTHORIZED PERSON: \_\_\_\_\_

Owner

COMPANY NAME: \_\_\_\_\_

Sam Thatte Visual Communications

DATE: \_\_\_\_\_

1/16/18

**NOTE:** This form shall serve as notification to the City of Garden Grove that Contractor represents that it not legally required to have Workers Compensation or Employers' Liability Insurance under California law.

**DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST!**

**City/Successor Agency/Sanitary District Use Only**

RISK MANAGEMENT DIVISION SIGNATURE: \_\_\_\_\_

*Heidi M. Jay*

DATE: \_\_\_\_\_

1-23-18

ATTACHMENT "C"

REQUEST FOR EXEMPTION FROM PROVIDING AUTOMOBILE LIABILITY  
COVERAGE

[Sam Thatte Visual Communications]

Contractor/Consultant by the signature of its authorized representative hereunder represents that all work performed under this contract does not require the Contractor/Consultant, its employees, representatives, or agents, to drive to and from the City of Garden Grove or engage in any driving related to the contractual obligations. However, if, at any time during the performance of the Work contemplated by the Contract Documents, or arising out of the services provided, the Contractor/Consultant, its employees, representatives, or agents should need to drive to and from the City of Garden Grove or engage in any driving to meet the contractual obligations, the Contractor will be responsible for notifying and providing the City/Successor Agency/Sanitary District with evidence satisfactory to the City/Successor Agency/Sanitary District that it has secured automobile liability coverage satisfactory to the City/Successor Agency/Sanitary District, prior to any such Consultant/Contractor, employee, representative or agent, performing any work under the Contract Documents.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign this form on behalf of and bind SAM THATTE VISUAL COMMUNICATIONS**

Company Name

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

*Sam Thatte*

PRINTED NAME OF AUTHORIZED PERSON: \_\_\_\_\_

Sam Thatte

TITLE OR POSITION OF AUTHORIZED PERSON: \_\_\_\_\_

Owner

COMPANY NAME: \_\_\_\_\_

Sam Thatte Visual Communications

DATE: \_\_\_\_\_

1/16/18

**NOTE:** This form shall serve as a request for exemption from providing proof of Automobile Liability Insurance, unless the approval signature from the City of Garden Grove Risk Management Division is present below.

**DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST**  
**City/Successor Agency/Sanitary District Use Only**

Denied

Approved

RISK MANAGEMENT DIVISION SIGNATURE: \_\_\_\_\_

*Heidi M. Jay*

DATE: \_\_\_\_\_

1-23-18