

AGREEMENT BIBLIOGRAPHY

Agreement With:	HELIX Environmental Planning, Inc.
Agreement Type:	Preparation and processing of CEQA compliance documents for the proposed Nickelodeon Resort Project
Date Approved:	12 12 2017
Start Date:	01 17 2018
End Date:	Until completed
Contract Amount:	\$203,840
Comments	File No. 55 Community and Economic Dev.
Insurance Expiration:	04 01 2018



**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

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

January 22, 2018

Helix Environmental Planning, Inc.
7578 El Cajon Blvd
La Mesa, CA 91942

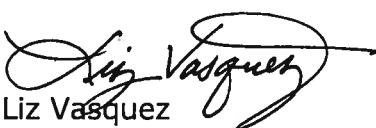
Attention: Tamara S. Ching, Division Manager

Enclosed is a copy of the Agreement between the City of Garden Grove and Helix Environmental Planning, Inc., for the preparation and processing of California Environmental Quality Act (CEQA) compliance documents for the proposed Nickelodeon Resort Project.

The agreement was approved by the City Council at their meeting held on December 12, 2017.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 17th day of January, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **HELIX ENVIRONMENTAL PLANNING, INC.**, a California corporation, 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 approval on December 12, 2017.
2. CITY desires to utilize the services of CONTRACTOR to **provide preparation and processing of California Environmental Quality Act (CEQA) compliance documents for the proposed Nickelodeon Resort Project.**
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 remain in effect until completion of the services to be provided by CONTRACTOR hereunder, unless earlier terminated by CITY. 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" (Letter Proposal/Agreement to Provide Environmental Consulting Services for the proposed Nickelodeon Resort Project), 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 Two Hundred Three Thousand Eight Hundred Forty

Dollars (\$203,840.00), payable in arrears and in accordance with combined proposals 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 the Community and Economic Development Director will be required, and amendment to the budget will be requested before proceeding, and payment shall be based on the **Schedule of Fees** included in the Proposal attached as Exhibit 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.
- 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.

- (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, it's 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, it's 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, 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. HELIX Environmental Planning, Inc.
7578 El Cajon Blvd.
La Mesa, CA 91942
Attention: Tamara S. Ching
 - 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.

\\ \\

(Agreement Signature Block On Next Page)

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

Date: 1/17/18

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:
[Signature]
City Clerk

Date: 1/17/18

"CONTRACTOR"
HELIX ENVIRONMENTAL PLANNING, INC.

By: [Signature]

Name: Tamara S. Ching

Title: Vice President

Date: 1/12/18

Tax ID No. 33-0493636

Contractor's License: NA

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.

APPROVED AS TO FORM:
[Signature]
Garden Grove City Attorney

1-17-18
Date

Attachment "A"
Letter Proposal/Agreement to Provide Environmental Consulting Services
for the Nickelodeon Resort Project

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
619.482.1516 tel
619.482.0552 fax
www.helixepi.com



November 28, 2017

Ms. Maria Parra, Senior Planner
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Subject: Letter Proposal/Agreement to Provide Environmental Consulting Services for the Nickelodeon Resort Project

Dear Ms. Parra:

HELIX Environmental Planning, Inc. (HELIX) is pleased to submit this Letter Proposal/Agreement (Agreement) to the City of Garden Grove (City) to provide environmental consulting services for the Nickelodeon Resort Project (project).

PROJECT UNDERSTANDING

The project involves the construction and operation of an approximately 10-acre resort that would include a mix of guestrooms and timeshares, resort amenities, landscaped decks, and on-site parking. Specifically, two buildings between 14 and 18 stories tall would be developed to include about 164,000 square feet (sf) of retail and resort amenities on the first two floors, followed by 500 guestrooms and 60 timeshares comprising about 600,000 sf on the remaining floors. A total of 808 parking stalls are proposed in underground and ground-level parking structures. The proposed project includes about 764,200 sf of building space and 154,500 sf of open space. Major components to the proposed project include the following:

- Removal of single- and multi-family homes on Tamerlane Drive
- Construction of 500 guestrooms and 60 timeshares
- Construction of approximately 164,000 sf of retail development, including restaurant/bar, fitness, ballroom, arcade, meeting and retail uses
- Construction of approximately 154,5000 sf of open space, including pool/spa, patio, multi-purpose, and landscaped areas
- Construction of 808 parking stalls, including two levels of underground parking

Based on an initial assessment of existing conditions and our understanding of the proposed project, key topics to be addressed in the environmental analysis include the following: aesthetics (e.g., effects on the surrounding visual environment and issues associated with shade and shadow); air quality (e.g., dust

and particulate matter during construction and traffic emissions associated with operations); cultural resources (e.g., potential historic resources); greenhouse gases and energy (associated with project construction and operations); noise (e.g., demolition, construction, and operation); traffic (e.g., construction hauling trips and operational trips associated with future development); and utilities (e.g., water supply). Based on HELIX's preliminary review and in compliance with the California Environmental Quality Act (CEQA) Guidelines Section 15063, HELIX will conduct an Initial Study (IS) to determine if the project may have a significant effect on the environment. Per State CEQA Guidelines Section 15063(B)(2), this Agreement assumes there will be no substantial evidence that the project or any of its aspects may cause a significant effect on the environment, and that an IS/Mitigated Negative Declaration (IS/MND) will be the appropriate CEQA document for the project. If the IS results in a determination that an MND is not appropriate, HELIX will contact City to discuss the appropriate environmental document and an augment to this request would be necessary. HELIX also understands that City will request federal funding to relocate existing residents within the project site who would be displaced and in doing so, will need to prepare an Environmental Assessment (EA) to address U.S. Department of Housing and Urban Development (HUD) Form 58 in compliance with the National Environmental Policy Act (NEPA).

SCOPE OF WORK

HELIX will evaluate environmental resources that may be affected by the project and will prepare an IS that evaluates the proposed project pursuant to the requirements of CEQA. Specifically, this effort will include the following tasks:

Task 1: Project Initiation and Project Description

Based on existing project information and previous environmental documentation prepared at the project site, HELIX will develop a list of questions and information/assumption needs as necessary that will be used to inform the Project Description. The Project Description will combine text, tables, and figures to create a comprehensive and easy-to-understand description of the project. In compliance with CEQA Guidelines Section 15124, the Project Description will include a discussion of the site location and boundaries, background information, an overview of existing conditions at and near the project site, and details related to construction and operation. HELIX will work with the City to develop a set of reasonable assumptions to be used in the CEQA and NEPA analyses, as well as the technical analyses discussed in Task 2, below. Improvements or design aspects of the project may also be included in the Project Description and referred to in the environmental analysis as design features that are anticipated to reduce potential environmental impacts. The Project Description will also include a list of anticipated responsible and trustee agencies, and will list the necessary discretionary approvals/actions. HELIX will modify the Project Description one time in response to one set of City comments.

Deliverables: HELIX will submit a Draft and Final Project Description (including figures) in .PDF and MS Word format.

Task 2: Technical Analyses

Subtask 2a: Air Quality and Greenhouse Gas Technical Memorandum

HELIX will prepare an air quality and greenhouse gas (GHG) technical memorandum in accordance with the requirements of CEQA. HELIX will coordinate with the City to obtain the project description and drawings; data relative to project phasing; construction methods and timing; export and import of soils and materials; anticipated energy and water use; project design features that will reduce energy use and GHG emissions; and other data relative to air quality and GHG emissions. Data relative to trip generation and signalized intersection analysis will be incorporated from the project traffic impact analysis. HELIX will estimate the emissions of criteria pollutants and GHGs using California Emissions Estimator Model (CalEEMod).

HELIX will analyze the proposed project's air quality impacts, addressing the issues described in the State of California Environmental Quality Act (CEQA) Guidelines Appendix G and in accordance with significance criteria established by the South Coast Air Quality Management District (SCAQMD). Exposure of sensitive receptors to criteria pollutants generated on the project site will be analyzed using the SCAQMD Local Significance Thresholds (LST) lookup table methodology. It is expected that the proposed project would not cause severe congestion at a major intersection resulting in a local carbon monoxide (CO) "hotspot;" therefore, no dispersion modeling is included in this Agreement for LST or CO analysis; if dispersion modeling is required for local impact analysis, a contract amendment will be required. The air quality analysis will include qualitative discussions of toxic air pollutant impacts from construction equipment diesel particulate emissions, odors, and consistency of the project with the applicable air quality management plans. If potential significant impacts are identified, HELIX will recommend appropriate mitigation measures.

HELIX will analyze potential GHG emission impacts; describing the methodology used to estimate GHG emission impacts, assessing potential impacts and identifying mitigation measures, as appropriate and necessary. The project's GHG emissions will be evaluated using the most applicable GHG threshold available at the time of the analysis. Significance will also be assessed by considering whether implementation of the project would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs.

HELIX will provide the results of the air quality and GHG analyses in a technical memorandum to include descriptions of applicable regulations and policies; the results of the analyses described above, including a determination of the level of significance of impacts in accordance with CEQA guidelines. HELIX will modify the technical memorandum one time in response to one set of City comments.

Deliverables: HELIX will submit a Draft and Final Air Quality and Greenhouse Gas Technical Memorandum in .PDF and MS Word format.

Subtask 2b: Cultural Resources Survey

HELIX will prepare a cultural resources study in support of the IS/MND and the Part 58 Environmental Assessment form. As such, the cultural resources study will meet the requirements of both CEQA and Section 106 of the National Historic Preservation Act. HELIX will begin by conducting archival research, including a cultural resources records search at the South Central Coastal Information Center (SCCIC),

the Orange County repository of the California Historical Resources Information System (CHRIS), as well as a review of past cultural resources reports for the project site and immediate vicinity, including examination of historic maps and aerial photographs. HELIX will contact the Native American Heritage Commission (NAHC) for a Sacred Lands File search and list of tribal contacts for the project. A tribal outreach program will be initiated in order to solicit input from the tribal contacts for inclusion in the cultural resources study. Due to the developed nature of the project site and lack of open ground, no field survey is proposed.

HELIX will assist City staff with tribal outreach as mandated under Assembly Bill (AB) 52. Consultation under AB 52 is government-to-government; thus, HELIX cultural resources staff can support and assist City staff in this effort but cannot conduct the consultation. Based on the list of contacts received from the NAHC, as well as any tribes who have previously contacted the City to request notification of projects, HELIX will draft a letter to the identified tribal contacts notifying them of the proposed project and offering them the opportunity to initiate consultation with the City if they so desire. The City will put the letter on their letterhead and provide it to HELIX; HELIX will send the letter via certified mail to an estimated 12 tribes (depending on the results of the NAHC consultation), and will provide copies of the certified mail receipts to the City. HELIX cultural resources staff can also assist HUD staff with their coordination with the State Historic Preservation Officer (SHPO), as the project will require SHPO concurrence that the project and the cultural resources study meet the requirements of Section 106. This Agreement assumes a maximum of 8 hours of senior archaeologist time for assisting the City with AB 52 outreach and assisting HUD staff with SHPO consultation. HELIX will modify the technical survey one time in response to one set of City comments.

Deliverables: HELIX will submit a Draft and Final cultural resources survey report in .PDF and MS Word formats.

Subtask 2c: Acoustical Analysis Report

HELIX will prepare an acoustical analysis report to adequately evaluate potential environmental impacts related to noise. A site visit will be conducted to measure the current ambient traffic noise affecting the project site and to identify other existing noise sources in the project vicinity. Roadway traffic noise levels will be recorded at ground level and traffic counts will be made during the noise measurements for the adjacent surface streets.

The Computer Aided Noise Analysis (CADNA) implementation of the Federal Highway Administration's (FHWA's) Traffic Noise Model (TNM) version 2.5 will be used to forecast exterior noise to be presented in the acoustical analysis report. Future traffic sound levels will be estimated at building façades and outdoor patios and decks. The noise levels from traffic on adjacent roadways and freeways will be analyzed at the project site.

Once the existing noise conditions are documented at the site, the report will consider whether the project would result in a substantial increase in ambient noise levels that would affect off-site noise-sensitive land uses. Off-site traffic noise impacts will be analyzed for the following conditions: existing only, existing plus project, cumulative only, and cumulative plus project. This analysis will include up to four roadway segments identified in the traffic report for a distance not to exceed ¼ mile from the site. Also, normal site exterior noise sources (HVAC systems and other mechanical sources shown on the plans) will be analyzed. The report will also include a brief discussion of expected construction noise

source, potential impacts, and applicable ordinances. A Title 24 exterior-to-interior noise analysis will be conducted for the upper-level residential areas of the hotel. The results of the acoustical analysis will be summarized in a report, and where potentially significant impacts are identified, project design and building features and/or mitigation measures will be included to reduce interior noise to acceptable levels, per City standards. Exterior event noise concerns (concerts or other outside venues with amplification systems) are not anticipated based on a preliminary review of available project information, and is not included in this Agreement. HELIX will modify the technical memorandum one time in response to one set of City comments.

Deliverables: HELIX will submit a Draft and Final acoustical analysis report in .PDF and MS Word formats.

Subtask 2d: Traffic Impact Analysis

HELIX has included Inscott, Law & Greenspan (LLG) as a subconsultant to HELIX to prepare a traffic impact analysis. LLG will rely on the Project Description developed as part of Task 1 to begin their work and will contact the City to discuss analysis criteria, confirm the extent of the study area, and formalize the scope of the traffic impact analysis. Once the scope is confirmed by the City, LLG will conduct a site visit to establish existing traffic conditions, including documenting existing development, site access, parking use, and existing roadway configurations, and will conduct weekday AM and PM peak hour and weekend (Saturday) midday traffic volume counts at up to 22 study area intersections. The traffic counts will be conducted between 7:00 a.m. and 9:00 a.m. and 4:00 p.m. and 6:00 p.m. on weekdays and between 11:00 a.m. and 1:00 p.m. on Saturday. The exact number and location of study area intersections will be based on a peak hour 50-trip threshold. LLG will research traffic information at the cities of Garden Grove, Anaheim, Orange, and Santa Ana regarding the status of other development in the area that should be considered as part of a cumulative traffic analysis.

Once the existing conditions are documented, LLG will prepare a trip generation forecast for typical weekday and weekend days over a 24-hour period, as well as during the AM and PM peak hours. Trip generation forecasts will be derived from trip rates listed in *Trip Generation, 9th Edition*, published by the Institute of Transportation Engineers (ITE) in 2012. Appropriate trip generation credits will also be applied for interaction with adjacent development and transit, if applicable. The forecast peak hour trips will be assigned onto the study area intersections based on existing and anticipated traffic patterns to and from the site, in consultation with City staff. Trip generation for related cumulative projects will also be forecast onto the study area intersections for typical weekday and weekend day 24-hour periods and during AM and PM peak hours using the ITE *Trip Generation* publication. For study area intersections under the jurisdiction of Caltrans, LLG will use the recently published *Caltrans Guide for the Preparation of Traffic Impact Studies* using level of service calculations based on the Highway Capacity Manual. This Agreement includes the preparation of Caltrans freeway mainline and merge/diverge analyses. Specifically, up to eight directional freeway segments and up to eight ramp locations within the project vicinity will be analyzed according to Caltrans' requirements, and mitigation measures will be included to address potentially significant impacts. Measures may include additional through lanes, auxiliary turn lanes, or ramp metering details. As part of the planning process, LLG will also review the project and provide recommendations to address site access and circulation issues, such as the location of site access driveways, potential turn restrictions, and internal connectivity at the site.

LLG will evaluate operating conditions at study area intersections for the following project scenarios: (1) existing without project; (2) existing plus project; (3) opening year without project; and (4) and

opening year with project. A cumulative horizon year will be confirmed with City staff and cumulative impacts will also be evaluated. If potentially significant project-level and/or cumulative-level impacts are identified, mitigation measures will be developed to reduce impacts to a less than significant level. The traffic impact analysis will also present traffic conditions after the incorporation of mitigation measures, which may include intersection and/or signalization improvements, striping modification, the addition of auxiliary turning lanes, and traffic control/limitations at site access points. The net traffic increase (fair-share percentage) will be calculated to estimate the project's fair-share contribution to traffic impacts. This Agreement anticipates that recommended mitigation measures can be adequately described in the text of the traffic impact analysis and should the City request preparation of plans to further demonstrate the feasibility of the mitigation measures, an amendment to this Agreement will be necessary.

The results of the traffic impact analysis will be summarized in a report that includes the information summarized above. This Agreement assumes one round of revisions to respond to a comprehensive set of comments from the City. LLG has also included up to 4 hours of Senior Transportation Engineer support and 2 hours of Principal Engineer support to respond to public comments received during public review of the Draft IS/MND.

Deliverables: LLG will submit a Draft and Final traffic impact analysis report in .PDF and MS Word formats, along with up to three hard copies at each submittal.

Subtask 2e: Parking Demand Analysis

A parking demand analysis will also be completed by LLG, and will begin by confirming project assumptions related to operational resort activities, visitation projections, square footage, and type of use. LLG will coordinate with the City to discuss and confirm analysis criteria and will rely on City off-street parking requirements to conduct three consecutive days of on-site parking surveys at the Great Wolf Lodge during the peak season, as well as at the existing Sheraton Garden Grove (adjacent to the project site) to determine the appropriate peak parking demand rate for the proposed project. The counts will be conducted on one weekday (Monday through Thursday) and two weekend days (Friday through Sunday) between 6:00 a.m. and 6:00 p.m. The parking counts will detail the number of occupied parking spaces within a detailed parking zone at one-hour intervals. The existing parking survey data will be tabulated by zone to determine the existing peak parking demand at the project site during the study hours for use in the shared parking analysis. LLG will then prepare a time-of-day parking demand analysis consistent with the Urban Land Institute *Share Parking* methodology and the parking survey data collected at the two study sites. Assuming full site occupancy, the analysis will evaluate the proposed parking supply against future weekday and weekend parking demands associated with the project. This Agreement assumes one round of revisions to respond to a comprehensive set of comments from the City.

Deliverables: LLG will submit a Draft and Final parking demand analysis in .PDF and MS Word formats, along with up to three hard copies at each submittal.

Subtask 2f: Shade/Shadow Assessment

Estrada Land Planning (ELP) will prepare the Shade/Shadow Assessment using shade/shadow projection graphics provided to ELP by the Project Architect (e.g., Gensler) under a separate contract. Specific subtasks are listed below:

- **Collect and Review Shade/Shadow Graphics and Data** – ELP will provide direction to the Project Architect regarding the graphics needs and parameters related to methodology and the limits of the shadow study and surrounding areas of influence. The Project Architect will provide ELP with the shadow graphics and the 3D digital files that are the basis for the graphics and analysis. This includes the incorporation of 3D map data representing existing surrounding residential and commercial properties located within the area of influence that would potentially be affected by shading or shadows from the proposed project. The resulting graphics to be provided by the Project Architect will show the existing and proposed project-related shading patterns in morning, noon, afternoon, and evening for each of the four annual seasons to depict the proposed project's shade/shadow impacts. The four seasons include the winter and summer solstices (December 21 and June 21) and the Spring and Fall equinoxes (September 23 and March 20). The shade and shadow graphics will illustrate the existing and proposed shadow coverage through the day and evening, during each season of the year. The Shade/Shadow graphics will consist of a series of 3D rendered graphics as prepared by the Architect for both existing and proposed conditions. The graphics will depict the massings of the existing and proposed building with general detail. ELP will review the resulting graphics for accuracy and completeness for the purposes of preparing the Draft Shade/Shadow technical report, including the locations, orientations and heights of existing and proposed buildings and the existing and proposed ground elevations in the area of potential effect. Graphics inputs/revisions are not included in this scope of work. Once accuracy has been confirmed, the graphics shall be provided to ELP in jpeg format. Supporting project data or documentation needed to complete the shadow study will also be provided to ELP in PDF or Native format.
- **Prepare Draft Shade/Shadow Assessment** – An abbreviated format report will be prepared for this project in accordance with the objectives and guidelines as described in the State of California CEQA guidelines and City of Garden Grove requirements for Shade and Shadow studies. The assessment will include a project site description, surrounding uses, and the proposed project description. Shadow-sensitive land uses near the project site will be clearly identified. The report will include a thorough discussion of the methodology and thresholds of significance for assessing the shade and shadow impacts.

The Shade/Shadow Assessment will analyze the project impacts on surrounding areas, including evaluation of the compatibility of the proposed project design and shadows with the existing environment and community. It will compare the existing and proposed project-related shading patterns in morning, noon, afternoon, and evening shadows for each of the four annual seasons to identify the proposed project's shade/shadow impacts, referencing the graphics provided to ELP by the Project Architect. The report will discuss the impacts of shadows on the surrounding residential areas or other shadow-sensitive properties located immediately adjacent to the project site and quantified for specific levels of impact. The impacts will be assessed and feasible mitigation or design modification measures outlined to reduce potentially significant impacts. The assessment will also include recommendations for mitigation or offset measures for

potential impacts. As an abbreviated-format study, the Shade/Shadow Assessment will include only pertinent information and will not include extensive background information. This study will be submitted to the City for review.

- **Public Review Draft Shade/Shadow Assessment** – Upon receipt of the City's review comments, ELP will revise and finalize the draft document for use in preparing the Draft IS/MND.
- **Final Shade/Shadow Assessment Report** – Upon receipt of the IS/MND public review comments, ELP will make appropriate revisions as directed by the City and HELIX, and submit the Final Shade/Shadow Assessment Report to accompany the Final IS/MND.

Deliverables: ELP will submit the following:

- **First Draft:** PDF for review by the City, via e-mail.
- **Final Draft:** Up to 3 bound color copies of the revised Shade/Shadow Assessment Report.

Task 3: Screencheck Draft IS/MND

HELIX will prepare a Draft IS/MND in concert with our technical specialists and the City that will be an independent analysis of environmental impacts. The Draft IS/MND will be prepared in accordance with CEQA Guidelines. The primary environmental issues to be addressed in the IS/MND are anticipated to include aesthetics (related to shading and shadowing), air quality, GHGs, and energy (related to construction and operation emissions), cultural resources (related to the removal of structures greater than 50 years of age), noise (related to the proximity of the project to residences), traffic (related to construction and operational impacts on the surrounding circulation network), and utilities (water supply). For potential impacts to air quality and GHGs, cultural resources, noise, and traffic impacts, the analysis will summarize the results of the technical analyses conducted in Task 2. Other issue areas, such as geology/soils, hazards, and utilities and service systems, will rely on engineering-related information anticipated to be provided to HELIX. Specifically, HELIX assumes that a geotechnical investigation, Phase I Environmental Site Assessment (and Phase II, if appropriate), Water Quality Management Plan, Water Supply Assessment, and existing/proposed utilities information will be provided for use and discussion in the Draft IS/MND, which will be prepared by the developer.

HELIX will prepare a Mitigation Monitoring and Reporting Program (MMRP) with the Draft IS/MND, in accordance with Section 15097 of the CEQA Guidelines. The MMRP will follow the format typically used by the City and identify when each mitigation measure must be implemented and by whom. HELIX also will prepare a Notice of Completion (NOC), a Notice of Intent (NOI) to Adopt an MND, and a Notice of Determination (NOD) for City review and comment. **Deliverables:** HELIX will submit the First Screencheck Draft IS/MND (including appendices) and MMRP, NOC, NOI, and NOD to the City for review and comment in .PDF and MS Word formats. No hard copies are included for this task.

Task 4: Second Screencheck Draft IS/MND

HELIX will prepare a Second Screencheck Draft IS/MND and MMRP in response to City comments on the First Screencheck Draft IS/MND and MMRP and submit the document to the City for review and comment. It is assumed that the revisions would not require more than 84 hours of professional staff time.

Deliverables: HELIX will submit the Second Screencheck Draft IS/MND and MMRP to the City for review and comment in .PDF and MS Word formats. No hard copies are included for this task.

Task 5: Public Review Draft IS/MND

Based on the comments received on the Screencheck IS/MNDs, HELIX will prepare a Public Review Draft IS/MND and MMRP along with appendices (which will include technical studies). Upon incorporation of the revisions, HELIX will produce 30 hard copies of the public review version of the document for distribution to the State Clearinghouse (15 hard copies), the City's Internal distribution list (15 hard copies). Upon approval, HELIX will distribute the required 15 hard copies of the Draft IS/MND, along with the NOI and NOC, to the State Clearinghouse to begin the 30-day public review period. HELIX will also distribute electronic CD copies of the IS/MND to up to 20 agencies/Individuals on the City's distribution list via regular mail. HELIX will file the NOI and NOC with the Orange County Clerk, along with a \$50 filing fee. This Agreement assumes that the City will be responsible for newspaper publication and distribution of public notices to property owners within 300 feet of the project site.

Deliverables: 30 printed hard copies of the Public Review Draft IS/MND (including figures and the MMRP) will be provided with the appendices on CD within each hard copy. The document will also be submitted as a web-ready .PDF file for uploading onto the City's website, as well as 15 digital copies on CD. Fifteen of the 30 printed hard copies of the Public Review Draft IS/MND will be sent to the State Clearinghouse via certified mail and the other 15 printed hard copies will be sent to the City for internal distribution. Up to 20 electronic copies of the Public Review Draft IS/MND will be provided on CDs and sent via regular mail to up to 20 agencies/Individuals on the City's distribution list.

Task 6: Responses to Comments

The Final IS/MND will include detailed responses to comments received during public review of the Draft IS/MND as well as revisions to the Draft IS/MND and MMRP, which may be required in response to public comment. In consultation with the City, HELIX will respond to written comments received on the Draft IS/MND during public review of the document. A budget of 96 hours of professional staff time has been allocated to prepare the draft responses. No additional research or new technical analysis is assumed to be required to prepare responses to comments. The initial draft responses will not yet be placed in a side-by-side format.

Deliverables: HELIX will submit the draft responses in .PDF and MS Word format.

Task 7: Screencheck Final IS/MND

Based on City comments on the draft responses, HELIX will provide a screencheck Final IS/MND and MMRP, including responses to comments formatted to be side-by-side with the comment letters, along with a strikeout/underline version of the Draft IS/MND to reflect text changes in response to public comments for City review. HELIX will modify the Draft IS/MND to reflect text or graphic changes (if warranted) as a result of public comments. Modifications to the Draft IS/MND are not assumed to require changes to the technical reports.

Deliverables: HELIX will submit the Screencheck Final IS/MND and MMRP to the City for review and comment in .PDF and MS Word format.

Task 8: Final IS/MND

HELIX will modify the Screencheck Final IS/MND, MMRP, and NOD based upon a single set of comments received from the City to create the Final IS/MND, MMRP, and NOD. It is assumed that the revisions would not require more than 42 hours of professional/word processing staff time. It is assumed that the City will file the NOD with the County Clerk along with the California Department of Fish and Wildlife Environmental (CDFW) Filing Fee of \$2,181.25.

Deliverables: HELIX will prepare up to 10 hard copies of the Final IS/MND and MMRP for City records.

Task 9: Project Management

HELIX will provide general project management services as the project undergoes environmental processing with the City. Management tasks will consist of formal and informal communication with the project team, City, and other applicable agencies. Other management responsibilities will include interface with City staff on project description information, tracking budgets, and reviewing schedule progress. Quality assurance reviews for all major deliverables will be completed by senior staff prior to submittal to the City. For cost-estimating purposes, it is assumed that the identified scope of work will be completed within 12 months after notice to proceed, and that project management will average 4 hours per month of the HELIX Project Manager's time (i.e., 48 hours total). A total of 12 hours of Principal Planner time is estimated to be required over the course of the environmental review process. If the performance period of this project extends beyond 12 months, additional management hours at additional cost may be required.

Task 10: Meetings and Hearings

Meetings anticipated include a kick-off meeting with HELIX's Project Manager, a Neighborhood Meeting, and attendance at up to two public hearings at the City. A total of 8 hours is included for HELIX's Project Manager to prepare and attend a kick-off meeting at the City and 6 hours are estimated for preparation and attendance at each of the public hearings and the Neighborhood Meeting.

HELIX's Project Manager will attend up to two Planning Commission hearings or one Planning Commission and one City Council hearing on the project, depending on the needs of the City. The hearings are assumed to require 6 hours of the HELIX Project Manager's time (i.e., 12 hours total), including preparation and a brief summary presentation at each hearing. The costs anticipated for this task do not include meeting and hearing travel time or mileage. This Agreement also includes attendance by our proposed traffic engineer, LLG, at up to two meetings with the project team and/or City staff, one Planning Commission meeting, and one City Council meeting (those costs are included as part of Subtask 2d).

In addition to the public hearings, it is assumed that conference calls will be scheduled during the IS/MND preparation and review process and a total of 16 hours has been included for HELIX's Project Manager to attend conference calls over the 12-month project duration.

SCHEDULE

HELIX will work with the City in a timely and professional manner in accordance with the Terms and Conditions attached and incorporated herein by reference as Exhibit A. These Terms and Conditions are a material part of this Agreement. A preliminary draft project schedule included as Exhibit B.

COST ESTIMATE AND PAYMENT PROCEDURES

HELIX's cost estimate for the anticipated scope of work described in this Agreement is not to exceed \$203,840, which is provided below in a breakdown by task. All work will be invoiced on a time-and-materials basis pursuant to Exhibit C, Schedule of Fees. As you are a new client to HELIX, a retainer payment of \$46,800 is required at the time of execution of this Agreement. This payment will be applied to the last invoice under this Agreement. For information purposes, as requested by the City, additional costs to prepare an EIR would be about \$60,000; however, this is assuming that only Tasks 1 and 2 have been completed and that an Initial Study (Identified in Task 3) has not yet begun. If an EIR is required, an augment to this scope and cost would be necessary and exact costs may differ, and would be subject to consideration of the reasons that an EIR is required.

Task Number	Task Description	Cost
1	Project Initiation and Project Description	\$6,190
2	Technical Analyses	
2a	<i>Air Quality and Greenhouse Gas Technical Memo</i>	\$5,780
2b	<i>Cultural Resources Survey</i>	\$6,470
2c	<i>Acoustical Analysis Report</i>	\$8,250
2d	<i>Traffic Impact Analysis</i>	\$53,400
2e	<i>Parking Demand Analysis</i>	\$10,700
2f	<i>Shade/Shadow Assessment</i>	\$21,580
3	Screencheck Draft IS/MND	\$25,005
4	Second Screencheck Draft IS/MND	\$10,460
5	Public Review Draft IS/MND	\$12,960
6	Responses to Comments	\$11,640
7	Screencheck Final IS/MND	\$9,590
8	Final IS/MND	\$7,355
9	Project Management	\$9,300
10	Meetings and Hearings	\$5,160
	TOTAL	\$203,840

ADDITIONAL ASSUMPTIONS AND LIMITATIONS ON SCOPE OF SERVICES

The following assumptions and limitations, in addition to those defined in the above Scope of Services, are a material part of this Agreement:

- City will provide HELIX with available project design plans/graphics. City will provide additional requested information regarding the project description and the project site, as needed to support the technical studies and Draft and Final IS/MND. Current available digital baseline data and project impact limits should be submitted in one of the following formats: .dxf, .dwg

(AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth).

- Once preparation of the environmental documents (technical memos and IS/MND) has begun, no changes to the project design or assumptions will occur such that re-analysis will be required. Changes to the project design or analysis methodologies/approaches after HELIX has begun work may require a contract augment.
- For cost-estimating purposes, it is assumed that once initiated, HELIX's work will not be put on hold by the City. Stopping and starting work could result in inefficiencies and extra costs.
- The City will provide a venue for public meetings and hearings (with associated audiovisual equipment and, if necessary, recording and translation services).
- The scope of work assumes that the project team will assist HELIX with the following support data (or estimates) regarding the proposed project for use in preparing the technical information in Task 2, as applicable:
 - Annual utility usage data (electricity, natural gas, solid waste, and water);
 - Anticipated construction work plan and schedule;
 - Excavation quantities;
 - A list of sustainable design features (including architectural, landscape, and engineering) that are being incorporated into the project design in order to meet or exceed CALGreen Building Code standards, achieve a particular level of LEED certification, reduce vehicle trips, promote alternative transportation, or otherwise contribute to the project's sustainability.

If any information listed above is not provided, HELIX will work with the City to develop an appropriate assumption or estimate for use in the analysis.

- This scope of work assumes that the City will be responsible for payment of the CDFW environmental document review fee for an IS/MND (\$2,216.25), and newspaper publication fees for notices.

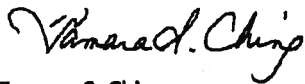
Letter to Ms. Parra
November 28, 2017

Page 13 of 14

CLOSING

We look forward to working with you on this project. If you have questions concerning this Agreement, please call Aaron Brownwood at (619) 462-1515. This Agreement will become a contract upon HELIX's receipt of this signed Agreement and the requested retainer payment.

Sincerely,



Tamara S. Ching
Division Manager

Attachments:

- Exhibit A, Terms and Conditions
- Exhibit B, Preliminary Draft Project Schedule
- Exhibit C, Schedule of Fees
- Exhibit D, Certificate of Liability Insurance
- Exhibit E, References

I hereby authorize HELIX to begin work in accordance with this Agreement and the attached Terms and Conditions and Schedule of Fees.

City of Garden Grove

A ____ corporation, OR a ____ limited liability company, OR a ____ general partnership or limited partnership (select one).

Signed by: _____ Printed: _____

Title: _____ Date: _____

To expedite Agreement processing, please provide the following information for this contract:

Name: _____	Contact/Name: _____
Address (if different from p.1 _____ _____	Address (if different from p.1 _____ _____
Phone: _____	Phone: _____
Email: _____	Fax: _____
	Email: _____

Nickelodeon Resort

Please mail or fax (619-462-0552) to Kanika McDougall, Senior Accounting Manager.
If using your own contract format, please attach and return with this Agreement.



Nickelodeon Resort CEQA/NEPA Schedule

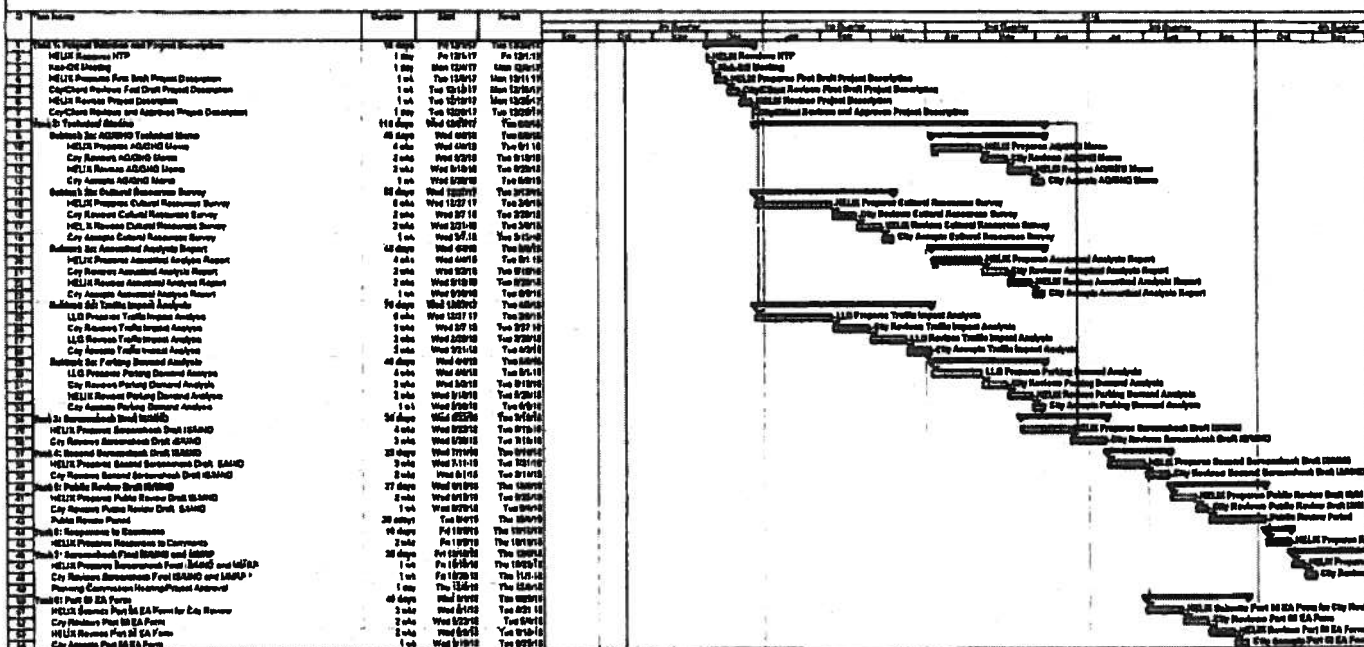


Exhibit B SCHEDULE OF FEES



Consulting Services

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

Direct Costs

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25.00 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

Payment

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 1/2 % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

Professional Rates

Current hourly rates for consulting services:

Principal	\$210.00-225.00
Principal Planner	\$195.00-225.00
Principal Biologist	\$180.00-220.00
Principal Permitting Specialist	\$170.00-215.00
Principal Acoustician	\$180.00-195.00
Sr. Fisheries Scientist	\$200.00-220.00
Sr. Project Manager I-III	\$130.00-190.00
Sr. Air Quality Specialist	\$155.00-180.00
Sr. Environmental Specialist	\$150.00-170.00
Noise/Air Quality Specialist	\$145.00
Environmental Specialist I-III	\$85.00-150.00
Environmental Compliance Specialist	\$105.00
Project Manager I-III	\$110.00-160.00
Archaeology Field Director	\$80.00
Staff Archaeologist	\$85.00 - \$80.00
Archaeology Field Crew	\$75.00
Sr. Archaeologist	\$150.00-155.00
Historian	\$70.00-125.00
Environmental Planner I-III	\$90.00-115.00
Environmental Analyst	\$85.00-75.00
Sr. Scientist	\$120.00-180.00
Biologist I-V	\$75.00-120.00
Assistant Biologist	\$50.00-80.00
Sr. GIS Specialist	\$120.00-180.00
GIS Specialist I-III	\$75.00-105.00
GIS Technician	\$50.00-80.00
Graphics	\$110.00
Document Coordinator	\$80.00
Technical Editor	\$70.00-80.00
Operations Manager	\$100.00
Word Processor I-III	\$85.00-80.00
Clerical	\$85.00

Rates are subject to change on a yearly basis

Exhibit C - References

Below is a list of references including technical study and CEQA document preparation for recent similar hotel development in southern California:

1. **Costa Verde Center EIR and Technical Studies.** HELIX Environmental Planning is preparing an EIR and associated technical studies (air quality, GHG, noise, waste management plan) for the reconfiguration and expansion of the existing Costa Verde Center to create a local, walkable hub that provides community gathering spaces, additional retail shops, restaurants, office space, and neighborhood services, potentially including a health club. The project proposes to increase the development intensity of commercial/retail uses by approximately 125,000 sf for a total of approximately 303,000 sf distributed among a total of 15 new and existing buildings and redesignate an approximately one-acre portion of the project site to Visitor Commercial to reintroduce a hotel use to the CVSP area. A 200-room hotel would serve residents, visitors, and the community's research, business, and educational hub. The hotel would be up to 10 stories in height and would encompass approximately 112,000 sf. Additionally, a mixed-use residential component, consisting of ground floor retail and six floors of residential (with the top floor incorporating a mezzanine level) totalling a maximum height of 100 feet, would be incorporated as a future project phase.

Contact: Elizabeth Shearer-Nguyen, City of San Diego, (619) 446-5369

2. **Carmel Valley Hotel Technical Studies.** HELIX Environmental Planning prepared technical studies, including a greenhouse gas technical report, noise report, and waste management plan for a five-story, 127-guestroom hotel with a pool and spa, meeting space, outdoor amenity area, surface parking, and one level of subterranean parking in the City of San Diego. The total gross building area including subterranean parking was 103,975 square feet (sf), including approximately 1,400 sf of meeting space, 2,500 sf of food and beverage services (e.g., dining space, kitchen, etc.), and a 2,500-sf lobby.

Contact: Jeff Szymanski, City of San Diego, (619) 446-5324 (It should be noted that most of the direct contact was with the Applicant, W. Scott Ballard, Jones/Ballard Architects, (619) 697-7434)

3. **Twelve Oaks Winery Resort and Golf Community.** HELIX Environmental Planning is preparing technical studies for the 12 Oaks Winery Resort project in the Temecula Wine Country area of unincorporated Riverside County. HELIX is preparing biological resources, cultural resources, air quality, greenhouse gas, and noise technical reports, as well as overseeing preparation of a paleontological resources technical report by a subconsultant and conducting resource agency coordination. The resort includes a 35,000-square foot winery, 248-room hotel/conference/event center, and 86 single-family residences, along with vineyards and open space.

Contact: Tim Wheeler, County of Riverside, (951) 955-6060 (It should be noted that each technical study had a separate reviewer and that Tim Wheeler is the overall project manager who did not have much direct contact with HELIX. We also have included the client's contact information, John W. Murphy, (858) 847-4660)



ELIENV-02

LYNNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2018

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 License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122 <i>Alyssa Lynn</i> <i>858-754-0075</i> <i>alyssa.lynn@ioausa.com</i>	CONTACT NAME: <i>Betty Gomez *</i> PHONE (A/C, No, Ext): (858) 754-0062 50232 E-MAIL ADDRESS: <i>Betty.Gomez@ioausa.com</i> FAX (A/C, No): (619) 574-6288
INSURED Helix Environmental Planning, Inc. 7578 El Cajon Blvd., Ste. 200 La Mesa, CA 91942	INSURER(S) AFFORDING COVERAGE INSURER A: <i>Admiral Insurance Company A, XV</i> NAIC # 24856 INSURER B: <i>American Fire & Casualty Company A, XV</i> 24066 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int <input checked="" type="checkbox"/> Contractors Pool GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	FEIECC13581-04	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Comp Ded.: \$500 Coll Ded.: \$1,000	X	X	BAA55955335	04/01/2017	04/01/2018	\$ \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			FEIEXS13582-04	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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 <input type="checkbox"/> N/A						
A	Prof Liab/Cim Made			FEIECC13581-04	04/01/2017	04/01/2018	Limit 1,000,000
A	Ded.: \$10K Per Claim			FEIECC13581-04	04/01/2017	04/01/2018	Limit 2,000,000

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

City of Garden Grove, its officers, officials, employees, agents, and volunteers are Additional Insureds with respects to General Liability and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability and Auto Liability.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Garden Grove 11222 Acacia Parkway 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
--	---



Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

This endorsement, effective 4/1/2017 attaches to and forms a part of Policy Number FEI-ECC-13581-04. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, 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
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

Heidi M. Jay
Risk Management
1-16-18



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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 4/1/2017 attaches to and forms a part of Policy Number FEI-ECC-13581-04. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, 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:
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
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" 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".

Reviewed and approved as to insurance language
and/or requirements.
Neidra M. Jay
Risk Management
1-16-18



Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 4/1/2017 attaches to and forms a part of Policy Number FBI-ECC-13581-04. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 4/1/2017 attaches to and forms a part of Policy Number
FEL-ECC-13581-04. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the Coverage Part(s)
indicated below:

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSURED (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	23
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto and loss of use)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

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

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

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



56985305

001537

280

of 112

97

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

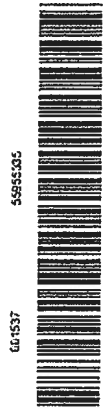
SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



5955505

601537

280

of 112

BU

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

- 1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
- 2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.



280

of 112

91

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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 Marsh & McLennan Agency LLC Marsh & McLennan Ins Agency LLC PO Box 85638; CA Lic #0H18131 San Diego, CA 92186	<i>Joyce Flores</i>	CONTACT NAME: Joyce Flores
		PHONE (A/C, No, Ext): 858-587-7546 ✓
		FAX (A/C, No): 858-210-3932
		E-MAIL ADDRESS: Joyce.Flores@BarneyandBarney.com ✓
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Travelers Property Casualty Com <i>Att, XV</i>
		NAIC # 25674
INSURED HELIX Environmental Planning, Inc. 7578 El Cajon Boulevard, Suite 200 La Mesa, CA 91942		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 SUBR INSR 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 GEN'L 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 - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 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 RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	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 <input checked="" type="checkbox"/> N N/A	X DTJUB8249P37A17	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)
Waiver of Subrogation including City of Garden Grove, and its councilmembers, officers, officials, agents, employees, agents and volunteers per contract.

Reviewed and approved as to insurance language and/or requirements.
Heidi M. Jay
 Risk Management
 1-16-18

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 
--	---

APPROVAL OF AGREEMENTS WITH HELIX ENVIRONMENTAL PLANNING, INC., AND LORRAINE MENDEZ & ASSOCIATES TO PROVIDE ENVIRONMENTAL ANALYSIS SERVICES; AND APPROVAL OF A REIMBURSEMENT AGREEMENT WITH NEW AGE GARDEN GROVE LLC, TO REIMBURSE COSTS FOR ENVIRONMENTAL REPORTING
(F: 55-Helix Environmental Planning, Inc.)(F: 55-Lorraine Mendez & Associates)
(F: 108.1-2016 New Age Garden Grove, LLC)

Following Council Member Klopfenstein's clarification that this action does not have a financial impact to the City, it was moved by Council Member Klopfenstein, seconded by Council Member K. Nguyen that:

A Professional Services Agreement with HELIX Environmental Planning, Inc., to provide preparation and processing of the California Environmental Quality Act (CEQA) compliance report for an amount up to \$203,840, be approved;

A Professional Services Agreement with Lorraine Mendez & Associates for services associated with the National Environmental Policy Act (NEPA) report for an amount up to \$14,400, be approved;

A Reimbursement Agreement with New Age Garden Grove, LLC, for the cost of the environmental reports paid by the City, be approved; and

The City Manager be authorized to sign the agreements and make minor modifications to all three agreements as appropriate on behalf of the City.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Lisa L. Kim
Dept.: City Manager Dept.: Community and Economic Development
Subject: Approval of agreements with HELIX Environmental Planning, Inc., and Lorraine Mendez & Associates to provide environmental analysis services; and approval of a Reimbursement Agreement with New Age Garden Grove LLC, to reimburse costs for environmental reporting. (*Action Item*) Date: 12/12/2017

OBJECTIVE

The purpose of this report is to request City Council approve agreements with HELIX Environmental Planning, Inc. to provide preparation and processing of the California Environmental Quality Act (CEQA) compliance documents, and Lorraine Mendez & Associates for services associated with the National Environmental Policy Act (NEPA); and to also approve a Reimbursement Agreement with New Age Garden Grove, LLC. ("Developer") to reimburse for the costs of the environmental reporting.

BACKGROUND

In May 2017, the City and Developer entered into an Amended and Restated Exclusive Negotiation Agreement (ENA) for the development of the Nickelodeon Resort Hotel located at the northwest corner of Harbor Boulevard and Twintree Avenue. The Developer has prepared a revised draft Final Development Concept Package pursuant to the ENA Schedule. The next step for the development is the preparation and processing of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documents, which analyze the projects potential environmental impacts.

DISCUSSION

The Developer has submitted preliminary plans to the City to develop a 560-room Nickelodeon Resort Hotel. The proposed development is approximately 10-acres. The resort would be comprised of a mix of guestrooms, timeshares, resort amenities, landscape decks, and on-site parking. Specifically, two buildings between 14 and 18 stories tall would be developed to include 164,000 square feet (sf) of retail and resort amenities on the first two floors, followed by 500 guestrooms and 60 timeshare units comprising about 600,000 sf on the remaining floors. A total of 808 parking stalls are proposed in an underground and ground-level parking structure. The proposed development will require a general plan and zone amendment to facilitate the development. The City solicited the proposal for the preparation and processing of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documents to analyze the development's potential environmental impacts.

HELIX Environmental Planning, Inc. (Consultant) was selected to prepare the necessary CEQA documents for the development. The proposed scope of work outlines anticipated tasks to prepare a Mitigated Negative Declaration and/or Environmental Impact Report subject to the determination of

the Initial Study. The estimated cost for HELIX Environmental Planning, Inc. shall not exceed \$203,841 (See attachment No. 1).

In addition, the project needs to comply with NEPA. Lorraine Mendez & Associates (Consultant) was selected to prepare the necessary NEPA documents for the Project. The City has received a bid from Lorraine Mendez & Associates to analyze the impacts of the development in accordance with NEPA in the amount of \$14,400 (See attachment 2).

The amount of both contracts and all related costs shall be reimbursed by the Developer pursuant to a Reimbursement Agreement (See attachment 3). Both CEQA and NEPA documents for the development will be considered by the Planning Commission and City Council. Due to the nature of the work required to produce the Environmental Reports, it is recommended that these services be contracted to consultants that specialize in analyzing development impacts related to CEQA and NEPA. As the local Land Use Agency, the City will oversee the work of the Consultants, but the cost of the Reports are to be paid by the Developer.

FINANCIAL IMPACT

Approval of the Professional Services Agreement with Helix Environmental Planning, Inc. and the Professional Services Agreement with Lorraine Mendez & Associates will have no cost to the City. The Developer will deposit funds in the amount of both contracts with the City. The funding will be administered through a Reimbursement Agreement between the City and Developer, which requires the Developer to pay for all cost associated with preparation of the Reports.

RECOMMENDATION

It is recommended that the City Council:

- Approve a Professional Services Agreement with HELIX Environmental Planning, Inc., to provide preparation and processing of the California Environmental Quality Act (CEQA) compliance report for an amount up to \$203,840;
- Approve a Professional Services Agreement with Lorraine Mendez & Associates for services associated with the National Environmental Policy Act (NEPA) report for an amount up to \$14,400;
- Approve a Reimbursement Agreement with New Age Garden Grove, LLC, for the cost of the environmental reports paid by the City; and
- Authorize the City Manager to sign the agreements and make minor modifications to all three Agreements as appropriate, on behalf of the City.

By: Monica Covarrubias, Sr. Economic Development Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: Professional Services Agreement with HELIX Environmental Planning, Inc.	12/5/2017	Cover Memo	GG_HELIX_Environmental_Planning_Consultant_Agreement-Nickelodeon_Project.docx
Attachment 2: Professional Services			

Services
Agreement with Lorraine Mendez & Associates
Attachment 3: Reimbursement Agreement with New Age Garden Grove, LLC
12/5/2017 Cover Memo GG_LORRAINE_MENDEZ_NEPA_CONSULTING_AGREEMENT-NICKELODEON_PROJECT.docx
12/5/2017 Cover Memo GG_REIMBURSEMENT_AGREEMENT_withNE_AGE_GARDEN_GROVE__LLC_for_Environmental_Work.docx