

**CITY OF GARDEN GROVE**

**REQUEST FOR PROPOSAL**

**RFP No. S-1139**

**PROVIDE THIRD PARTY LIABILITY CLAIMS  
ADMINISTRATION SERVICES**



**GARDEN GROVE**

**PROPOSAL SCHEDULE**

<b>RFP Issued:</b>	<b>September 17, 2014</b>
<b>Mandatory Pre-Proposal Meeting:</b>	<b>October 2, 2014</b>
<b>RFP Submittal Date:</b>	<b>October 20, 2014</b>
<b>Interview Date:</b>	<b>TBD</b>

## City of Garden Grove

### REQUEST FOR PROPOSAL (RFP) No. S-1139

#### LETTER OF INVITATION

Date: September 17, 2014

Attention: Proposers

**Subject:** Provide all Services Related to Third Party Liability Claims Administration

All proposals must be in writing, sealed and identified as to content and be received and time stamped by the receptionist on the 2nd floor no later than **4:00 p.m., local time, on Monday, October 20, 2014**. Proposals received later than the above date and time may be rejected and returned to the proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal package by the date/time recorder of the City of Garden Grove.

A MANDATORY pre-proposal meeting is scheduled for **2:00 P.M. on Thursday, October 2, 2014** at the **Garden Grove City Hall, Third Floor Training Room, located at 11222 Acacia Parkway, Garden Grove, CA 92840**. Only bid proposals submitted by those contractors attending this meeting will be given consideration.

*Please make sure that the person who attends this mandatory meeting understands the content of the meeting and is able to communicate it to others who are not present but need to know the information. Meeting minutes on the content and discussion that takes place during this mandatory meeting will NOT be provided by the City of Garden Grove.*

**An original and Four (4) copies of your proposal**, using the Proposal Forms and including all information required by the Proposal Documents, must be delivered to and marked as follows:

RFP No. S-1139 (Third Party Claims Administration)  
Attention: Sandra Segawa, Purchasing Agent  
City of Garden Grove  
11222 Acacia Parkway, Room 220  
Garden Grove, CA 92840

All Proposals shall be valid for one hundred twenty (120) calendar days after the final proposal due date. The City of Garden Grove reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received. The selection, if made, will be made in accordance with the Instruction to Proposers Section, item 9, Basis of Award of the RFP.

The contractor will be responsible for direct payment to all temporary help as well as all employer taxes, deposits and insurance. Employees must be bonded.

The contractor will also be responsible for verifying employees' legal right to work in the United States as required by the Immigration and Control Act of 1986. The contractor will assure compliance with all current EEO and ADA requirements.

Direct all questions regarding this proposal process to Sandra Segawa, via email, [sandras@ci.garden-grove.ca.us](mailto:sandras@ci.garden-grove.ca.us). Contact with other agency employees regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination. **All questions must be submitted in writing no later than Tuesday, October 14, 2014.**

Thank you for your interest in submitting a proposal to the City of Garden Grove.

Sincerely,



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Sandra Segawa, C.P.M., CPPB  
Purchasing Agent

## CITY OF GARDEN GROVE

### INSTRUCTION TO PROPOSERS

#### 1.0 EXAMINATION OF RFP DOCUMENTS

Proposer shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the Services in the event Proposer is selected. No relief for error or omission will be given.

#### 2.0 INTERPRETATION OF RFP DOCUMENTS

Proposer may request of the CITY in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents. Where such interpretation or clarification requires a change in the RFP Documents, the CITY will issue an Addendum. Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. The CITY shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

#### 3.0 PREPARATION OF PROPOSAL

The proposal shall be formatted in accordance with the requirements specified herein. The proposal shall include copies of the Proposal Letter/Certificate of Acceptance provided with the RFP Documents. Proposal Letter/Certificate of Acceptance and forms shall be executed by an authorized signatory as described in 5.0 of this section, the instructions entitled "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All proposals shall be prepared by and at the expense of the Proposer.

Proposers should not assume that their past and/or current experience with the CITY demonstrates knowledge of the CITY's current needs or that the Source Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.

#### 4.0 MODIFICATIONS AND ALTERNATIVE PROPOSALS

Proposer shall submit its proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted within a sealed enclosure in accordance **section 7.0 below "SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE" instruction herein.**

Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined significant enough to cause its rejection.

The proposal should conform to the requirements contained herein. Proposers submitting conforming basic proposals **may** submit alternate proposals as complete **separate** offers, if the alternate proposals offer technical improvements or modifications, which are to the overall benefit of the CITY. The CITY reserves the right to accept or reject any alternate proposal.

Oral, telegraphic or telephonic proposals or modifications will not be considered.

#### 5.0 SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE

Each proposal submitted by Proposer shall be executed by Proposer or by its authorized officer. In addition, Proposer must identify those persons authorized to negotiate on its behalf with the CITY in connection with this RFP.

#### 6.0 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by the Proposer prior to the date and time for submittal of proposals by means of a written request signed by the Proposer or its properly authorized officer. Such written request must be delivered to the place stipulated in the Letter of Invitation for receipt of proposals.

#### 7.0 SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE

Each proposal submitted by Proposer shall be delivered to the CITY at the address shown on the Letter of Invitation up to the date and time shown therein. It is the Proposer's sole responsibility to assure that its proposal is received as stipulated. In compliance with this RFP, the Proposer agrees to provide the services at the costs stipulated therein if its proposal is accepted within 120 days from the date specified in the Letter of Invitation.

#### 8.0 EVALUATION OF PROPOSALS

The City will evaluate each proposal to determine the responsiveness to the requirements specified in this RFP. The evaluation process will address the suitability of the proposing entity's proposal with respect to the elements of the proposal, as well as other elements determined to be in the best interests of the City.

#### 9.0 BASIS OF AWARD

Any contract resulting from this RFP will be awarded to that firm whose proposal meets the requirements of the RFP and is most advantageous to the CITY in terms of meeting the technical requirements and for attainment of project objectives as defined in the Scope of Work considering the evaluation criteria stated in the Instruction to "Proposers Section", item 8, "Evaluation of Proposals" above. The CITY may request Proposers within the Competitive Range to present an oral briefing and discuss the merits and/or deficiencies of their proposal. However, the CITY is under no obligation to enter into discussions or conduct negotiations with a proposer, but can award a contract on the basis of the offer received. The CITY will evaluate each proposal according to how favorable the services offered are to the CITY in light of the pre-established evaluation criteria and Cost Proposal reasonability. Proposers within the Competitive Range may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to its proposal (or a Best and Final Offer) as may result from negotiations.

#### 10.0 TYPE OF CONTRACT TO BE AWARDED

It is anticipated that the CITY will enter into a Not to Exceed (NTE) contract. The Contract to be utilized is contained in contract section of this Request for Proposal (RFP). Under no circumstances will the Not to Exceed price be exceeded without express prior written approval of the CITY'S Purchasing Agent.

## 11.0 QUALIFICATIONS OF FIRMS

The CITY reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or other capabilities which are considered necessary for the successful performance of the contract.

Any person, firm, corporation, Joint Venture, or other interested party that has been compensated by the CITY or a contractor engaged by the CITY for assistance in preparing this RFP Document and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to this RFP.

- The Proposer shall submit a Firm Fixed Price for performing all Work specified in the Scope of Work.
- The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.
- Any other requirements as listed in the Scope of Work for this RFP Document

Failure to submit such items duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

**RFP No. S-1139**  
**GENERAL INFORMATION**

The City of Garden Grove is located in central Orange County approximately twenty-five miles southeast of downtown Los Angeles with a population of approximately 173,000. It is the fifth largest City in Orange County and the twenty-fifth largest in the State of California. Despite the City's comparatively large size, it is a relatively young community, incorporated on June 18, 1956.

The City spans an area of 17.8 square miles. It has the Council-Manager form of government, with the Mayor elected at large for a two-year term, and four council members elected at large for four-year staggered terms. The City Council engages the City Manager and City Attorney. The City Manager has the responsibility for hiring the department heads and for administering the City's programs in accordance with the policies adopted by the Council.

Garden Grove is a full service city. The services provided by the City include police, fire, paramedic, street maintenance, park maintenance, water, sewer, refuse, recreation, traffic/transportation, public improvements, planning, zoning and general administrative services. Also included in the City's overall operations are the Garden Grove Housing Authority, the Garden Grove Sanitary District, the Garden Grove Public Financing Authority, and the Garden Grove Successor Agency to the Garden Grove Agency for Community Development.

The City has a self-insured program for its tort and civil liabilities. The City is self-insured for the first \$2 million of each occurrence. Excess liability insurance is carried thereafter with commercial insurers. Claims administration and adjusting services are provided by contract with a third party administrator specializing in public entity liability. Representation in matters of litigation is performed through the retaining of outside law firms and is supervised by the city attorney.

The City of Garden Grove is seeking the services of a Third-Party Administrator (TPA) to administer the City's Self-Insurance Program. The TPA will act as the City's representative in all matters related to the investigation, adjustment, processing, and resolution of claims for money damages asserted by third parties against the City. The contract term shall be for three (3) years with two (2) one-year options to renew.

The City averages approximately 120-125 claims per year. The following table shows the various types of claims the City has received for the past three (3) fiscal years:

<b>3-YEAR FREQUENCY SUMMARY</b>		
<b>CAUSE</b>	<b>CLAIMS</b>	<b>% OF CLAIMS</b>
AUTOMOBILE	60	17%
CITY TREES	78	22%
CONSTRUCTION/REPAIR OPERATIONS	35	10%
DANGEROUS CONDITIONS	18	5%
EXCESSIVE FORCE/VIOLATION OF CIVIL RIGHTS	29	8%
IMPROPER IMPOUND	21	6%
MISC-OTHER	33	9%
POLICE FORCED ENTRY	11	3%
POLICE-OTHER	26	7%
POT HOLES	14	4%
SIDEWALK DEFECT/TRIP & FALL	18	5%
STREET DESIGN/DEFECT	15	4%
<b>TOTAL</b>	<b>358</b>	<b>100%</b>

## **ATTACHMENT "A"**

### **RFP No. S-1139 SCOPE OF SERVICES**

The City of Garden Grove is accepting proposals from qualified firms to provide third party liability claims administration services as outlined in the Scope of Services below.

The CONSULTANT shall administer the City's Self-Insurance Liability Program and act as the City's representative in all matters related to the investigation, adjustment, processing, and resolution of claims for money damages asserted by third parties against the City.

1. ASSIGNED PERSONNEL: Assign a Principal Account Adjuster to the City to act as the primary contact for the City. The City must approve the Principal Account Adjuster and any other personnel assigned to perform services for the City. If for any reason, in the City's sole discretion, the service provided by any assigned personnel is unsatisfactory, the contractor will agree to assign replacement personnel that must also be approved by the City. Adjusters assigned to the City must have a minimum five (5) years full time experience as a general liability adjuster and a minimum of three (3) years experience with public agency liability claims adjusting. An Associate in Claims Designation is preferred.
2. CLAIMS ADJUSTMENT SERVICES: The contractor will provide complete claims adjustment services on each accident or incident, which is, or may be the subject of a liability claim against the City. Such services shall include, but are not limited to:
  - a. Open and maintain a claim file on each potential or actual claim assigned to the contractor.
  - b. Review all new claims for liability and provide an assessment of liability to the City no later than twenty-one (21) days from receipt of claim from the City.
  - c. Review status of claims and adequacy of reserves on all active cases at least every sixty (60) days.
  - d. Provide narrative reports to the City when recommending disposition of a claim or any other significant events that have or will occur. Reports must be clear and concise and be provided within format approved by the City.
  - e. Diary all files at appropriate intervals to allow for timely completion of required activity.
  - f. Files will clearly and concisely document each action taken on a claim.
  - g. Identify and notify possible co-defendants.
  - h. Identify liability and potential defenses, including use of governmental immunities, comparative negligence, joint tortfeasors and joint and several liability.
  - i. Tender claims to other potentially responsible parties.
  - j. Determine subrogation potential and assist the CITY in effecting recovery in the least costly manner and with the most advantageous disposition. Such disposition must be approved by the City.



- k. Make a written recommendation to the City once the investigation is complete, including identification of potential defenses and recommending action on the claim, with alternatives, when appropriate. All notices pertaining to claim insufficiency, returning late claims, and claim rejections, shall be timely and in accordance with the relevant provisions of the Government Code.
  - l. Contact claimant, or their attorney, within five (5) days of receipt of claim and maintain appropriate contact until the claim is closed.
  - m. Telephone calls from City staff, claimants, or claimant's attorneys shall be returned within one (1) business day. If the contractor's appropriate staff member called is not available to return the call within this time frame, another designated staff member must return the call.
  - n. Have translators available to assist with non-English speaking claimants.
  - o. Whenever its investigation results in a determination that the City has sustained a liability to a third party, the contractor will process such claim or potential claim for settlement in accordance with instructions and policies established by the City for settlement.
  - p. Notify the City's excess carriers of all claims that exceed, or may exceed, the City's self-insurance retention or as required by the excess carriers' liability claim reporting procedures.
  - q. Act as liaison between the insurance carriers and the City on matters affecting the adjustment of claims.
  - r. Seek reimbursement from the excess insurance carrier for any losses in excess of the City's self-insured retention.
  - s. Obtain settlement agreements and releases upon settlement of claims or potential claims.
  - t. In addition to claims cases actually assigned to the contractor for claims adjusting, certain other claims may be opened, adjusted, settled and closed by City staff. The contractor will issue claim numbers, and will update and maintain a loss database for such claims on behalf of the City. Such claims will not be included in pending or annual caseload assignments for billing purposes.
  - u. Maintain and store all hardcopy files for seven (7) years after the claim file is closed.
3. INVESTIGATIVE SERVICES: The contractor will provide complete investigative services, which will include, but are not limited to:
- a. Prompt receipt, acknowledgement and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of liability claims, and will do so in not more than two (2) business days after receipt of the report at the contractor's office.
  - b. Provide immediate investigation of accidents, incidents, claims or other cases as requested by the City; investigation will include on-site investigation, photographs, interviewing of witnesses, determination of losses and other such investigate services necessary to determine liability and losses.

- c. Maintain service on a 24-hour, seven (7) days per week basis, to receive telephone reports of any incident or accident, which may be the subject of a liability claim, and provide immediate investigative services to the extent necessary to provide a complete investigation. The contractor will provide the City and will maintain current a roster of the contractor's staff that are available for emergency and after-hours contact or call out.
  - d. Arrange, with prior City approval, for expert services including to but not limited to professional photography, independent medical examinations, professional engineering services, and laboratory services.
  - e. Report all bodily injury claims to the Index Bureau. Conduct Index Bureau searches for repeat claimants. Conduct additional Index Bureau searches at request of the City.
4. LEGAL SUPPORT SERVICES: The contractor will provide the following legal support services on each claim where the claimant has commenced litigation:
- a. Upon notification by the City that litigation has been filed on an open claim, the contractor will contact the City's trial attorney and provide all information and files concerning the claim.
  - b. Maintain a liaison with the City's trial attorney and provide such investigation services as are required by such attorney during pre-trial and trial stages.
  - c. Assist the City's trial attorney in answering any interrogatories or requests for admissions filed by the claimant.
  - d. At the request of the City, attend settlement conferences on behalf of the City.
  - e. Assist City staff in Small Claims Court actions filed by and against the City, including but not limited to, obtaining witness information, evidence, assistance in preparing the case for trial, and appear on behalf of the City.
  - f. Review, evaluate, and monitor special counsel statements of services.
  - g. Regularly and reasonably discuss and review investigation issues, discovery, and case strategy with the City's trial attorney.
5. ADMINISTRATION SERVICES: The contractor will provide the following administration services:
- a. Attend meetings and prepare status reports at the request of the City.
  - b. Provide tabulated status reports on all reported claims, indicating the status of each reported claim, details of such claim, the outstanding reserves for each claim and details of all claim payments, at the request of the City.
  - c. Maintain computer database of all reported claims and provide the City access to such database. At a minimum, such database will provide fields acceptable to the City, file notes, reserves, and expenses incurred on each claim. Provide on-line access for City staff to access all claims information, payment and expense information, and provide City staff the ability to produce loss runs and other reporting information on the City's claims. The contractor will provide appropriate personnel for support services.

- d. Provide the City with up to three (3) special loss runs per fiscal year as requested by the City.
  - e. Inform the City of changes or proposed changes in statutes, rules and regulations and case law affecting the general liability program.
  - f. Assist in the development of policies and procedures relating to the general liability program.
  - g. Conduct risk management related seminars for City staff at the request of the City.
  - h. Comply with the mandatory reporting requirements of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA).
6. TRUST ACCOUNT SERVICES: The contractor will provide the following trust account services:
- a. The City will establish a trust account and will deposit into the account the sum of Seventy Five Thousand Dollars (\$75,000), which the contractor will use for the settlement of claims and/or payment of claim expenses.
  - b. The contractor will not issue any check or claim settlement or expense payment until authorization has been secured from the City. In no event will the contractor be authorized by the City to issue any single check greater than Seventy Thousand Dollars (\$70,000).
  - c. Expenses authorized by City will be paid within fourteen (14) days of receipt of the invoice.
  - d. Checks issued by the contractor shall require two (2) authorized signatures. The contractor will mail numbered copies of the checks immediately to the City upon check issuance.
  - e. The contractor will maintain a detailed check register, which accounts for every check in the trust account number series. The contractor will provide a copy of the check register to the City at the end of each month.
  - f. All employees of the contractor who have access to the trust account will be bonded.
7. AUDITS: CONSULTANT will cooperate with the City and will make available any and all claim files and records available for audits. Audits of claims will be conducted by either City staff or a contracted claims auditor at a frequency and duration as specified by the City. The City or contracted claims auditor will have reasonable access to the necessary portions of the contractor's facilities, records and files for review or audit purposes.

**RFP No. S-1139**  
**EVALUATION CRITERIA**

The City will evaluate each proposal to determine the responsiveness to the requirements specified in this RFP. The evaluation process will address the suitability of the proposing entity's proposal with respect to the elements of the proposal, as well as other elements determined to be in the best interests of the City.

- |   |     |
|---|-----|
| <b>Price</b>  | 30% |
| <ul style="list-style-type: none"><li>• Has Proposer provided complete pricing that addresses all requirements of the scope of services?</li><li>• Is the Pricing Proposal Form complete?</li><li>• Is the pricing suitable/fair in relation to scope of services?</li><li>• Has the Proposer shown the ability to guarantee pricing for the contract period?</li></ul>   |     |
| <b>Project Plan</b>   | 30% |
| <ul style="list-style-type: none"><li>• Did Proposer provide the best plan for the City's needs?</li><li>• Has Proposer provided a detailed work plan?</li><li>• Are all required documents included in the RFP packet submitted?</li></ul>   |     |
| <b>Qualifications of Proposer</b>   | 40% |
| <ul style="list-style-type: none"><li>• Experience, particularly of staff assigned to supervise and administer the contract and their experience in handling municipal liability claims.</li><li>• Demonstrated knowledge of public agencies, particularly municipalities.</li><li>• Location of company and availability of staff assigned to the City.</li><li>• Quality of references.</li><li>• Quality of Interview.</li></ul> |     |

## **PROPOSAL REQUIREMENTS**

### **CONTENTS OF PROPOSAL**

Each proposer shall complete this portion of the RFP by discussing each item in the order presented. Responses to this section will be analyzed by the City to determine the recommendation of the successful proposer. Responses must be legible, clear, accurate, complete, and must be signed by an authorized representative. **Please use dividers to section off the different areas of the proposal so the information is easy to locate.** The Proposal shall have the following components:

#### **1. COVER LETTER**

Each proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter shall include an introduction of the company and statement of professional qualifications.

#### **2. COMPANY PROFILE**

Please submit the following information:

- a. Name, address, telephone and fax numbers, and Federal Employer I.D. Number.
- b. Organizational chart.
- c. Number of years of experience your company has had in providing related, or equivalent, services.
- d. Relevant comparable contracts completed during the last five (5) years. Please indicate the year of the contract, the type of contract, and the contracting agency.

#### **3. QUALIFICATIONS OF PERSONNEL AND RESUMES**

The consultant shall furnish a personnel-staffing plan with sufficient information for evaluating the quality and competence of the personnel dedicated to the program. The City, in its assessment of the proposal, will place considerable emphasis on the commitment by the proposer to provide qualified personnel for the execution of the contract. Proposers must provide resumes in outline form for the Principal Account Adjuster and/or key personnel committed to the contract. Proposers must also include the number and type of additional support personnel who will be assigned to the contract.

The resume format should be as follows:

**Name**

**Classification**

**Education** – Show degrees earned and certifications, school, and year of completion.

**Summary of Experience** – Summarize experience as it relates to municipal liability insurance claims adjusting.

#### **4. REFERENCES**

Provide a list of clients for whom your company has provided liability claims administration services in the past five (5) years. Indicate the scope of the work performed for each of the referenced clients; the name of the client; address and telephone number; the name of each client's contact person; and the annual dollar volume of claims processed for each client.

5. **OVERVIEW AND APPROACH**

- a. Proposers must include in this section their understanding of managing a municipal liability claims program.
- b. Proposers must include their approach to providing efficient and effective third party claims administration services. Include your proposed administrative procedures, areas of responsibility, and service delivery time frame. Additionally, identify the proposed staffing and describe the transition plan and implementation of the contract.
- c. Proposers must reference all corresponding itemized numbers as listed in the Scope of Services and must note any services not provided by the proposing entity. Proposers must also list any resources, assistance from the City, or other items expected to be provided by the City.
- d. Proposers must itemize those services which are further required in the servicing of the contract but that are not noted in the aforementioned paragraphs as requirements and will entitle this section as Additional Services.
- e. Proposers must submit samples of standard monthly reports and samples of specialized reports available to the City. Please specify which reports are to be included at no additional cost and which reports are available at an additional cost. Please specify cost for each report. If reports are available on disk, please list the available formats, and any additional costs.

6. **COMPENSATION SCHEDULE**

Proposers must provide detailed cost information for their services on an hourly, monthly and annual, or per file basis, and include all costs associated for the services provided. Proposers are required to complete the entire Pricing Proposal Form (Attachment "B") and include it with their proposal. Pricing shall remain firm for a minimum of three (3) years. Any such proposed price adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for All Urban Consumers, not seasonally adjusted, all items index for Los-Angeles-Riverside-Orange County, CA, for the 12-month period preceding the month in which the request is made. In addition to the Pricing Proposal Form, provide the following:

- b. Describe how your service fees are charged.
- b. Describe how fees are tracked.

**ATTACHMENT "B"  
PRICING PROPOSAL FORM**

***THIS FORM MUST BE COMPLETED AS OUTLINED BELOW AND SUBMITTED WITH THE PROPOSAL. PLEASE DO NOT CHANGE THE FORMAT OR ALTER THIS FORM IN ANY WAY.***

Pricing shall remain firm for a minimum of three (3) years. Any pricing adjustment requests for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for All Urban Consumers, not seasonally adjusted, all items index for Los-Angeles-Riverside-Orange County, CA, for the 12-month period preceding the month in which the request is made.

DESCRIPTION OF FEE	RATE	COMMENTS
Principal Account Adjuster		
Principal Account Adjuster – Overtime		
Set up Charge		
Additional Loss Runs		
Administration Fee		
Overhead		
Photographs		
Photocopies		
Mileage		

***NOTE: ATTACH ANY ADDITIONAL COSTS/FEES ASSOCIATED WITH THE SCOPE OF SERVICES.***

**RFP No. S-1139**

**CITY OF GARDEN GROVE**

**PROPOSAL REQUIREMENTS**

**PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE**

PROPOSER \_\_\_\_\_

SANDRA SEGAWA, PURCHASING AGENT  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide Third Party Liability Claims Administration. We the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Work at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution, within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.



The undersigned will also deliver to the CITY prior to the commencement of Scope of Work the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No. \_\_\_\_\_

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

_____	_____	_____
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

Proposer's Business Address  
and Telephone/Fax Numbers:

BY: _____	_____
(Signature)	
_____	_____
(Type or Print Name)	
_____	_____
(Title)	
_____	
(Email Address)	



## **CITY OF GARDEN GROVE**

### **GENERAL CONDITIONS**

1. The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP, or otherwise.
2. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal will be borne by the proposer. The City will not be responsible for any costs or obligation of any kind that may be incurred by a proposer.
3. All proposals submitted to the City in response to this RFP shall become the property of the City. There will be no public opening of proposals. Prices and other proposal information will not be made public until the successful proposal is selected and a contract is awarded or presented to the City Council for award. Upon receipt by the City, proposals are considered a public record and subject to disclosure under the Public Records Act. Further, after the award of the Contract by the City, whether or not a proposer is the successful contractor, all material in proposals received by the City shall be subject to the right of the public to inspect and to obtain copies. The City shall retain all proposals submitted in response to this RFP for as long as the City is required to do so under the law.
4. In submitting a proposal, each proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who are hired or appointed by the City to assist in the evaluation process. Each proposer may designate specified information as a trade secret and confidential and agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all liability, damages and expenses, including reasonable attorneys' fees, incurred by any of them in connection with the City's refusal to disclose any material that the proposer has so designated. Any proposer that designates its entire proposal as a trade secret will be disqualified.
5. Any changes to the proposal requirements will be made by written addendum.
6. The City reserves the right to waive any and all defects or informalities in any proposal, and to accept any proposal or portion thereof.
7. Proposals must be valid for a period of 120 days from the due date.
8. The City reserves the right to negotiate with any contractor as necessary to serve the best interests of the City and negotiate the final contract with the most responsive, responsible contractor.
9. It shall be the responsibility of each proposer before submitting a proposal:
  - To examine thoroughly the requirements of this RFP;
  - To visit the City to become familiar with and satisfy the proposer as to the general, local, and site conditions, and has obtained any additional or supplementary examinations, investigations, explorations, tests, or other studies concerning conditions at the City;

- To study and carefully correlate proposer's knowledge with this RFP and such other related data; and
- To promptly notify the City of all conflicts, errors, ambiguities or discrepancies that proposer has discovered in this RFP.

10. The CITY may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The CITY reserves the right to:

1. Reject any or all of the proposals.
2. Issue subsequent Requests For Proposals.
3. Cancel the entire Request For Proposal.
4. Remedy technical errors in the Request For Proposal process.
5. Appoint evaluation committees to review proposals.
6. Seek the assistance of outside technical experts in proposal evaluation.
7. Approve or disapprove the use of particular subcontractors.
8. Establish a short list of proposers eligible for discussions after review of written proposals.
9. Negotiate with any, all, or none of the Proposers.
10. Solicit best and final offers from all or some of the Proposers.
11. Award a contract to one or more Proposers. (Except for Brooks Bill procurements where multiple awards are not allowed).
12. Accept other than the lowest offer.
13. Waive informalities and irregularities in proposals.

This RFP does not commit the CITY to enter into a contract, nor does it obligate the CITY to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

11. **The *successful proposer*** will be responsible for obtaining a Garden Grove business license before work can begin. Information on obtaining a Garden Grove business license can be obtained by calling 714-741-5073.

**The City appreciates your interest, time and effort in responding to our request.**

## **CONSULTANT AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and \_\_\_\_\_, a California Corporation ("CONSULTANT").

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to CITY OF GARDEN GROVE Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONSULTANT to Provide Third Party Liability Claims Administration.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** The term of the agreement shall be for period of three (3) years from full execution of the agreement, with an option to extend said agreement additional two (2) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto as ATTACHMENT "C" and incorporated herein by reference. CONSULTANT agrees that its provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
  - 3.1 **Amount.** CONSULTANT shall be compensated in accordance with the rate schedule set forth in the PROPOSAL PRICING which is attached as ATTACHMENT "B".
  - 3.2 **Not to Exceed.** Total Compensation for this agreement shall not exceed an amount of XXXXXXXXXXXX dollars (\$XXXX.XX), per year, in arrears and in accordance with Scope of Services and RFP No. S-1139, which is attached as ATTACHMENT "A," and is hereby incorporated by reference. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any

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

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

#### 4. **Insurance Requirements**

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

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

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development, the Garden Grove Sanitary District, and the Garden Grove Housing Authority, and their respective officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development, the Garden Grove Sanitary District, and the Garden Grove Housing Authority, and their respective officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development, the Garden Grove Sanitary District, and the Garden Grove Housing Authority, and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status,

age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONSULTANT shall so inform each employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement, if any, to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

XXXXXXXXXX  
XXXXXXXXXX



XXXXXXXXXX

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

City of Garden Grove:  
P.O. Box 3070  
Garden Grove, CA 92842

City Attorney  
City of Garden Grove  
P.O. Box 3070  
Garden Grove, CA 92842

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

injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

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

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*[SIGNATURES ON FOLLOWING PAGE]*

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

**"CITY"  
CITY OF GARDEN GROVE**

Dated: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
City Manager

**ATTEST**

**"CONSULTANT"**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2014

Dated: \_\_\_\_\_, 2014

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

Dated: \_\_\_\_\_, 2014

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

**APPENDIX A**

**SAMPLES INSURANCE CERTIFICATES AND  
ENDORSEMENTS**



Policy number is clearly stated on Commercial General Liability Endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY  
CG 20 28 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

City of Garden Grove, it's officers, officials, employees, agents and  
volunteers.

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

Schedule required with listed information

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

**SAMPLE**

Stated as Primary and Non-contributory

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

**PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that insurance provided by any additional insured endorsement is primary coverage. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

**SAMPLE**

**Very Important:**

The endorsement must be primary and non-contributory.

Please clearly show the policy number on the endorsement.

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

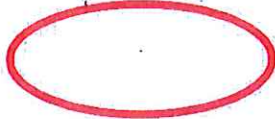
CG-F-65 (08-03)

Policy Number:

Transaction Effective Date

Policy number is clearly stated.  
Does it match the insurance certificate?

POLICY NUMBER:



ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:**

Number of Days Notice: 30

**WHEN WE DO NOT RENEW (Nonrenewal):**

Number of Days Notice: 30

**NAME: CITY OF GARDEN GROVE**

**ADDRESS: P.O. BOX 3070 GARDEN GROVE CA 92842**

**Attention: Risk Management**

Schedule required with listed information

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any

applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.



Policy number is clearly stated on endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL AUTO  
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement identifies person of the Coverage Form. This endorsement changes the below.

Signature required

for the Who Is An Insured Provision of the Coverage Form, unless another date is indicated.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

### SCHEDULE

Name of Person(s) or Organization(s):
City of Garden Grove, it's officers, officials, employees, agents and volunteers.

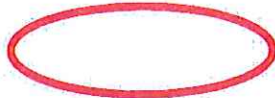
(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Schedule required with listed information

Policy number is clearly stated on Commercial General Liability Endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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
City of Garden Grove, it's officers, officials, employees, agents and volunteers	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Schedule required with listed information

Location as stated in Contract

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".

**SAMPLE**