



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.*

August 26, 2020

Steven R. Jones
Mayor

John R. O'Neill
Mayor Pro Tem - District 2

George S. Brietigam
Council Member - District 1

Diedre Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim B. Nguyen
Council Member - District 6

Dennis Grubb and Associates, LLC
6560 Van Buren Blvd, Suite B
Riverside, CA 92503

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Dennis Grubb and Associates, LLC to provide plan review services for the Galleria project located at 10800 Garden Grove Boulevard.

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

FIRE/BUILDING PLAN REVIEW SERVICES

THIS AGREEMENT is made this 25th day of August, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **DENNIS GRUBB & ASSOCIATES, LLC** ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONSULTANT to provide **Fire/Building Plan Check Services including, but not limited to, the completion of Fire Plan check for the (Galleria) located at 10800 Garden Grove Boulevard.**
3. CITY does not have the personnel to accomplish said services.
4. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish the required 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 CONSULTANT hereunder, unless earlier terminated by 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 CONSULTANT's Scope of Services 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 services as set forth in the Scope of Services. The **Project Estimate and Rate Schedule** is attached as **Attachment "A"** and is incorporated herein by reference. The Service Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** CONSULTANT shall be compensated for the services provided under this Agreement in accordance with the descriptions set forth in Attachment "A"; provided, however, that total compensation payable by

CITY to CONSULTANT under this Agreement shall not exceed the total amount of **Twenty -Four Thousand, Nine Hundred and Ninety-Nine** Dollars and 00/100 cents (**\$24,999.00**), payable in arrears and billed on a time-and material basis. Unless otherwise mutually agreed by the parties in writing, 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.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONSULTANT must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on fee schedule included in Attachment "A" **DGA Plan Check Fees, City of Garden Grove (June 6, 2017)**
- 3.3 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.
- 3.4 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 the Agreement is terminated by CITY, then the provisions of this Section 3 shall apply to that portion of the work completed. In such event, CITY will compensate CONSULTANT for work performed to date in accordance with the Proposal. CONSULTANT is required to present evidence to support performed work.

4. **Insurance Requirements**

- 4.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance. For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 INSURANCE AMOUNTS. CONSULTANT shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount of \$2,000,000.00 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 \$2,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the 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 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 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 agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
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 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.** Except for licensed work as provided for in CONSULTANT's Proposal, 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:

Dennis Grubb & Associates, LLC
Attention: Dennis J. Grubb, President
dennis@dgassociates.org
6560 Van Buren Blvd., Suite B
Riverside, CA 92503

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

City of Garden Grove
Attention: Alana Cheng
Community & Economic Development Department
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT's proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform

the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the 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 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.
25. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY. *[SIGNATURES ON FOLLOWING PAGE]*

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

ATTEST:

Signed in Counterpart

City Clerk Dated

"CITY"
CITY OF GARDEN GROVE

Signed in Counterpart

By: _____
City Manager Dated

APPROVED AS TO FORM:

Signed in Counterpart

City Attorney Dated

"CONSULTANT"
DENNIS GRUBB & ASSOCIATES, LLC

By: 

Title: OWNER

Dated: 8/4/20

Tax I.D.: 20-8680376

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

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

ATTEST:

"CITY"
CITY OF GARDEN GROVE

Tina Pomey 8/26/20
City Clerk Dated

By: *Doc. Mc* 8/25/20
City Manager Dated

APPROVED AS TO FORM:

"CONSULTANT"
DENNIS GRUBB & ASSOCIATES, LLC

Amar Andra 8-3-2020
City Attorney Dated

By: Signed in Counterpart

Title: _____

Dated: _____

Tax I.D.: _____

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

Attachment "A"
PROJECT ESTIMATE AND RATE SCHEDULE



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

July 30, 2020

City of Garden Grove
Attn: Chief Building Official, David Dent
11301 Acacia Parkway
Garden Grove, CA. 92842

Subject: Fire Life Safety Plan Check

Dear Chief Building Official, David Dent,

Dennis Grubb & Associates, LLC (DGA) is pleased to submit this proposal to provide professional Plan Review Services to the City of Garden Grove. This proposal outlines all the elements that make DGA a high-quality solution to the City of Garden Grove's needs, including our experienced personnel and our range of plan review and inspection services.

The following characteristics make Dennis Grubb & Associates, LLC uniquely qualified to service the City of Garden Grove:

- Experienced plan review with specific technical skills in fire plans
- Training experience for both the public and private sectors
- Electronic plan review capability utilizing Bluebeam software
- We are a *local* firm whose associates are well-versed in local, regional and state policies and practices
- Associates possess core business skills including
 - strong verbal & written communication skills,
 - professionalism & teamwork,
 - proficiency in MS Office, Outlook, Windows and a variety of fire prevention software packages
- Competitive fees
- Excellent references

DGA qualifications:

- Our associates each have 20-33 years' experience working with government entities/public sector customers
- DGA is able to meet with all of the City of Garden Grove's requirements
- DGA has the required licenses and permits to provide contract staff services in the State of California

6560 Van Buren Blvd, Ste B, Riverside, CA. 92503
(800) 975-7395 * (951) 772-0007

DGA and its associates possess the certifications and qualifications required and are highly experienced in the use and content of all California Building Standards Codes (

DGA specializes in exclusively in fire life safety. To avoid any potential conflict of interest, DGA does not do design work. Our highly-experienced associates will provide fire plan review services for Garden Grove Community Development Department.

All associates are proficient in:

- Fire Sprinklers
- Fire Alarm and Monitoring Systems
- Underground Water Supply
- Fire Pumps
- Commercial Cooking fire protection
- High Piled Storage

DGA associates also have expertise in the following:

- Special, clean agent system
- Above and Below Ground Tank Storage
- Refueling Station
- Hazardous Material
- Combustible Dust
- Battery Systems
- Compressed Gas Systems (Medical, Industrial)
- Chemical Classification

Scope of Service

- Pick up and drop off plans at Garden Grove or use a courier/mail service (at the expense of DGA) within the stated turnaround time.
- Verify plan compliance with adopted state & local codes/ordinances
- Communicate corrections with applicant and city as directed
- Stamp plans in a manner as directed by the city.
- Be available for phone calls or in-person meetings with Garden Grove as needed
- Be available to consult with Garden Grove field inspection team(s) as needed

Turnaround Times:

- Initial review – 10 city business days from time of receipt
- Resubmittals – 6 city business days from time of receipt
- Expedite – 3 city business days from time of receipt

6560 Van Buren Blvd, Ste B, Riverside, CA. 92503
(800) 975-7395 * (951)772-0007

Fees:

Flat fee for plan review are shall be based on the specific plan type fee schedule (See Attachment 1 for the fee schedule).

Conditions:

- Plan check fee includes the first submittal and one additional submittal if needed for each plan type. Additional plan reviews beyond that would be charged at \$150.00 per submittal.
- Revisions made to be approved plans \$200.00 per revision.
- Once the first plan check is completed the fee associated with that plan type would be due. The fee will cover both the plan, inspections, and training as needed for the plan type as specified above. Fees are invoiced monthly.

I look forward to continuing our work with Garden Grove. Should you have any questions, or need additional information you can contact me directly at (951) 218-5482.

This proposal is valid, binding, and capable of acceptance by the City of Garden Grove for ninety (90) days from the date of submittal. We look forward to continuing our relationship with the City of Garden Grove and welcome any request to provide further information regarding our qualifications to perform these services.

Sincerely,




Dennis J. Grubb,
President

ATTACHMENT 1
DGA Plan Check Fees
City of Garden Grove
July 30, 2020

Alarm System	\$300
Suppression System	
1. Sprinkler System- TI	\$275
2. Sprinkler System- New	\$450
3. Underground	\$425
4. Fire Pump	\$500
5. Engineer System	\$250
Special Systems/Processes	\$350
Hazardous Material Disclosure	\$800
Architectural	
1. Architectural- TI	\$350
2. Architectural- New	\$550
Developmental Review	\$350
Administrative	
1. Revision	\$200
2. Additional Review (Past 3rd submittal)	\$150
3. Expedited Plan Check (Per submittal)	\$150
4. Time & Material (Hourly Rate)	\$100

6560 Van Buren Blvd, Ste B, Riverside, CA. 92503
(800) 975-7395 * (951) 772-0007

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/14/2020
PRODUCER WILLHITE INSURANCE AGENCY 8117 BROCKTON AVENUE, STE 206 RIVERSIDE, CA 92506		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED DENNIS GRUBB AND ASSOCIATES 6550 VAN BUREN AVE STE B RIVERSIDE, CA 92503		
		INSURERS AFFORDING COVERAGE INSURER A: LLOYDS OF LONDON INSURANCE CO INSURER B: THE HARTFORD INS CO INSURER C: SEQUOIA INSURANCE COMPANY INSURER D: INSURER E:
		NAIC #

COVERAGES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR. NRSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
B	<input checked="" type="checkbox"/> GENERAL LIABILITY	83SBANX2247	01/13/2020	01/13/2021	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)		
					MED EXP (Any one person)		
					PERSONAL & ADV INJURY		
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE		
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMPROP AGG		
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)		
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)		
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)		
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)		
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT		
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC		
	GARAGE LIABILITY				AUTO ONLY:		
	<input type="checkbox"/> ANY AUTO				EA ACC		
	EXCESS/UMBRELLA LIABILITY				AGG		
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE		
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE		
	<input type="checkbox"/> RETENTION \$				WC STATUTORY LIMITS		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	QWC1104737	04/01/2020	04/01/2021	OTH-ER		
					E.L. EACH ACCIDENT		
					E.L. DISEASE - EA EMPLOYEE		
					E.L. DISEASE - POLICY LIMIT		
A	OTHER PROFESSIONAL LIABILITY	ATR2001007	03/17/2020	03/17/2021	\$1,000,000 OCCURRENCE		
					\$1,000,000 AGGREGATE		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED <div style="text-align: center; margin-top: 10px;">  John Willhite Risk Management 8/24/20 </div>							

CERTIFICATE HOLDER CITY OF GARDEN GROVE 11222 ACACIA PARKWAY GARDEN GROVE, CA 92840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">JOHN WILLHITE</div>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 83SRANX2247

THE HARTFORD INSURANCE CO

COMMERCIAL GENERAL LIABILITY

NAMED INSURED: DENNIS GRUBB & ASSOCIATES

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

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization:

**CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND
VOLUNTEERS**

**CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

PRIMARY INSURANCE AND NON-CONTRIBUTORY CLAUSE

Such insurance as is afforded by this Policy is primary insurance and non-contributing coverage for "ongoing" and "completed" operations. No other insurance of the Additional Insureds will be called upon to contribute to a loss.

Such insurance as is afforded by this Policy for the additional insured shown in the Schedule of this endorsement shall apply as primary insurance and we will not seek contribution from any other insurance maintained by such additional insured for "ongoing" and "completed" operations.

WAIVER OF SUBROGATION

If required by the prime contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per terms of this endorsement because of payments we make for injury or damage arising out of "your work": done under a contract with that person or organization

Neither the coverage's provided by this insurance policy nor the provisions of this endorsement shall apply to any claim arising out of the sole negligence of any additional insured or any of their agents/employees.

The words "you" and "yours" refer to the Named Insured shown in the Declarations.

"Your work" means work or operations, performed by you or on your behalf; and material, parts or equipment furnished in connection with such work or operations.

ANF 160 (9/2003)

**INSURED: DENNIS GRUBB & ASSOCIATES
POLICY NUMBER: 88SBANX2247**

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):	Location(s) Of Cover Operations
CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS	ANY AS REQUIRED BY WRITTEN 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.

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

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

1. All work, including material, 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. This 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.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WC 04 03 06
(Ed. 04-84)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/1/2020	Policy No.	QWC1104737	Endorsement No.	0
Insured	DENNIS GRUBB AND ASSOCIATES LLC			Premium \$	508
Insurance Company	Sequoia Insurance Company				

Countersigned by



**WC 04 03 06
(Ed. 04-84)**



**City of Garden Grove
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
V00067	DENNIS GRUBB & ASSOCIATES, LLC	Compliant					
		A+ , XV	Hartford Casualty Insurance Company	83SBANX2247	1/13/2020	1/13/2021	General Liability
		A+ , XV	Hartford Lloyd's Insurance Company	ATR2001007	3/17/2020	3/17/2021	Professional Liability
		A , XV	Sequoia Insurance Company	QWC1104737	4/1/2020	4/1/2021	Workers Comp

Risk Profile : Professional Services/Consulting Medium Risk

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers