

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
DENNIS GRUBB & ASSOCIATES LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of November, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and DENNIS GRUBB & ASSOCIATES LLC, a California limited liability company ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide plan review services for the Fire Department, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total compensation shall not exceed Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$49,999.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Consultant shall complete each plan review in accordance with the schedule set forth in Exhibit A, unless City and Consultant agree, in writing, to a modification to such schedule. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on November 6, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers'

coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Dennis Grubb & Associates LLC
6560 Van Buren Blvd. Suite B
Riverside, CA 92503
Tel: (951) 772-0007
Attn: Dennis Grubb

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5049
Attn: Jon Neal

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City’s Council Policy 100-5, attached hereto as Exhibit

“C” and incorporated herein by reference. Consultant’s failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys’ Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant’s interest in this Agreement without City’s prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City’s consent, no subletting or assignment shall release Consultant of Consultant’s obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant’s sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City’s specifications or Consultant’s Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible

for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors,

pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

D. Grubb
Signature

Date: 11/14/18

DENNIS S. GRUBB, owner
[Name and Title]

20-8680376
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Jamara S. Robinson
~~Thomas Hatch~~
City Manager
Acting City Mgr.

Date: 11/28/18

ATTEST:

Brenda Green 11-29-18
Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature]
Thomas Duarte
City Attorney

Date: 11/29/18

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

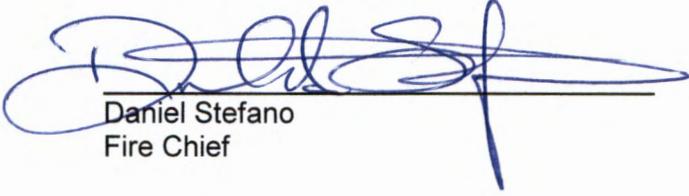
Date: 11/20/18

APPROVED AS TO CONTENT:

[Signature]
Jon Neal
Project Manager

Date: 11/15/18

DEPARTMENTAL APPROVAL:



Daniel Stefano
Fire Chief

Date: 11/19/18

APPROVED AS TO PURCHASING:



Kelly Telford
Finance Director

Date: 11/27/18

EXHIBIT A
CONSULTANT'S PROPOSAL



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

October 9, 2018

City of Costa Mesa
Costa Mesa Fire Department
Attn: Assistant Fire Marshal Jon Neal
77 Fair Drive
Costa Mesa, CA 92626

Subject: Fire Life Safety Plan Check

Dear AFM Neal,

Dennis Grubb & Associates, LLC (DGA) is pleased to submit this proposal to provide professional Plan Review Services to the Costa Mesa Fire Department. This proposal outlines all the elements that make DGA a high-quality solution to the Costa Mesa Fire Department's needs, including our experienced personnel and our range of subject matter plan review capability.

DGA was initially created in 2005, providing contract fire plan review for a single municipality. In 2007, DGA formalized our company by becoming a Limited Liability Corporation. By 2016, DGA had conducted fire reviews for eighteen (18) agencies. DGA has been providing a broad range of fire protection services for over thirteen (13) years and currently has six (6) associates performing contract services for fourteen (14) agencies. Our office is based in Riverside, CA, we are a local company.

DGA appreciates our client's concern for high quality performance and precise communications when utilizing the services of a consultant. Close interaction with the client is considered an essential part of our consulting services. With a thorough understanding of the codes and the intent with which they were written, we provide consistent and proper enforcement while maintaining the respect of both the client and the public.

DGA specializes exclusively in FIRE SAFETY. In order to maintain no conflict of interest, DGA does not perform any design work.

DGA personnel are fire plan review professionals. All DGA plan review staff have worked a minimum of fifteen (15) years directly for the fire service of a city, county, or fire district, and having combined experience including:

**6550 Van Buren Blvd, Ste E, Riverside, CA. 92503
(800) 975-7395 * (951)772-0007**

- ◇ over 180 years of direct fire life safety plan review
- ◇ in excess of 150,000 fire safety plans reviewed.

All personnel have college degrees up to and including the Masters of Science Degree. Each associate maintains a variety of industry recognized professional certificates.

DGA has plan checked the simplest to the most complex projects. Below are a just a few examples of some of the complex projects reviewed by DGA personnel. The plan review for these projects included all aspects such as architectural, special systems, fire alarm systems, fire sprinkler systems, underground fire line, hazardous material review, smoke control, and medical gas as applicable. Most of the projects also included fire department access review.

Ionis Pharmaceuticals, Carlsbad

- H-3

Medcare Farms, Perris

- F-1 Large Cannabis Cultivation & Processing Facility

Robertson Ranch Apartments, Carlsbad

- R-2 (Very Large Complex)

VA Medical Center, Loma Linda

- B/I-2.1/A-2

Great Wolf Lodge, Garden Grove

- High Rise R-1/A-2/A-3/A-5

Amazon Distribution, Moreno Valley

- B/S-1/A-2/A-3/HPS

Citizens Bank Arena, Ontario

- A-1

Paseo Colorado Hotel, Pasadena

- R-1/A-2/A-3

Embassy Suites, Ontario

- High Rise R-1/A-2/A-3

Christ Cathedral, Garden Grove

- A-3

Karma Fisker Automotive, Moreno Valley

- F-1/H-2/H-3/B/S-1/A-3

ASSOCIATES TEAM

DGA currently has six (6) fire plan review Associates, three (3) (D. Grubb, D. Locati, K. Scott) who will service this contract. Each associate has a minimum of 20 years direct fire plan examination experience. A copy of the Certificates for the three DGA associates who will service this contract can be provided upon request. The other Associates resumes, certificates, and/or licenses can be provided upon request.

DGA Principal Plan Examiner

◇ Dennis Grubb

All subject matter plan review who specializes in Fire Protection Systems, Fire Alarm Systems, Architectural Design, High Pile Storage, Fuel Modification, Cannabis Facilities

Associates

◇ Diedre Locati

Specialties

Hazardous Materials, Processes and Systems, Cannabis Facilities

◇ Kevin Scott

Architectural Design & High Pile Storage

◇ Vahid Toossi, PE

Fire Protection Systems & Smoke Control

◇ Andrew Keyworth

Alarm & Sprinkler Systems, and Fire Protection Systems

◇ Robert Distaso, PE

Hazardous Materials, Refrigeration Systems

Adequacy of Labor Resource

Dennis Grubb & Associates, LLC (DGA) has ample professional resources (both in number of associates on staff as well as scope of expertise) to satisfy the Outside Plan Review needs of the City of Costa Mesa. With the exception of Diedre Locati, the DGA Associates are contract labor and used on an as needed basis.

Prior to the use of any additional plan review staff on the contract DGA will seek prior concurrence of the City of Costa Mesa.

Experience

Dennis Grubb - 35 Years of Fire Life Safety

As the Principal Plans Examiner for DGA, Dennis Grubb reviews plans, and blueprints to ensure compliance with fire safety requirements for a wide variety of facilities and uses, including, but not limited to, fire suppression systems, underground fire-line systems, fire alarm systems, architectural (including high rise), hazardous material, high piled storage, above/below ground tanks, pre-engineered and special systems, fuel modification, sales, cultivation and processing of cannabis.

Project / Plan Review Experience

- ◆ Provide technical oversight and quality control of construction plans to ensure compliance with fire life safety requirements
- ◆ Develop code amendments and participate in the code adoption process with stakeholders and partner agencies
- ◆ Write technical guidelines, bulletins, and interpretations
- ◆ Analyze proposals for alternative methods of compliance for equivalency with code intent
- ◆ Pursue legal remedies for non-compliance, including issuance of pre-citation notices, and preparation of legal complaints
- ◆ Supervise the plan review staff

In addition to being selected for numerous appointments to professional committees, Mr. Grubb has;

- ◆ Co-authored a White Paper "Impacts on Photovoltaic Installations of Changes to the 2012 International Codes"
- ◆ Authored a Guideline on High-Rise plan submittal
- ◆ Provided training Instruction to both fire service and private sector in the following subjects:
 - Automatic Fire Sprinkler Systems
 - Fire Alarm Systems
 - High Piled Combustible Storage
 - Underground water supply for fire service design
 - Photovoltaic Systems

Appointments/Committees

- ⇒ *California State Fire Marshal Advisory Committee for Fire Suppression Systems*
- ⇒ *California State Fire Marshal Ad Hoc Committee on Travel Distance in Warehouses and Factories*
- ⇒ *Southern California Fire Prevention Officers Associate Fire Systems Devices Committee*
- ⇒ *Southern California Fire Prevention Officers Associate Code Committee*
- ⇒ *National Solar Committee*

Associations

International Code Council, National Fire Protection Association, National Fire Sprinkler Association, American Fire Sprinkler Association

CERTIFICATIONS

International Code Council CC

- Certified Fire Plans Examiner
- Certified Fire Inspector II
- Flammable & Combustible Liquids
- High Pile Combustible Storage

Solving Means of Egress in Commercial Buildings
Fire Protection Systems
Hazardous Materials
Nonstructural Fire & Life Safety Principles
CFC Fundamentals
Commercial Product Conveying Ducts & Exhaust Systems
Spray-Applied Fire-Resistive Materials/Intumescent Coatings
Performance Based Code Enforcement
Tenant Improvement Aspects of A, B and M Occupancies
Solar Photovoltaic Systems
Assembly Means of Egress
Special Buildings Types & Features
Commercial Kitchen Hoods
Building Areas, Fire Areas and Mixed Occupancies
Compressed Gases & Cryogenic Fluids

International Conference of Building Officials

Application of the UFC for Building Construction
Means of Egress 1
Means of Egress II

NFPA

Hazardous Classified Locations
Automatic Sprinkler Systems

Office of the State Fire Marshal, California

Fire Prevention 1A, 1B, 1C, 2A, 2B, 3A
Statutes & Regulations
Hazardous Materials

EDUCATION

August Vollmer University

• *B.S. - Criminal Justice*

Los Angeles Community College

• *A.A. - Administration of Justice*

Agency Experience

♦ Orange County Fire Authority

Diedre Locati - 33 Years of Fire Life Safety

Education

Cal State University, Long Beach

B.S. - Occupational Studies

Miramar College

A.S.- Fire Science

Certifications

- ◆ *ICC Fire Plans Examiner Certified*
- ◆ *California State Fire Marshal Fire Prevention Officer I, II, and III
Fire Investigator I*
- ◆ *Certified Fire Investigator*
- ◆ *California Specialized Training Institute
Hazardous Materials Technician*
- ◆ *CFAA
Fire Alarm System Plan Review
Fire Alarm System Design*
- ◆ *IFCI
Flammable & Combustible Liquids*
- ◆ *Fire Sprinkler Advisory Board
Fire Sprinkler Plan Review
Piping & Water Supplies
Special Advance Systems*
- ◆ *ICC
Fire & Life Safety Principles
Hazardous Materials*
- ◆ *CUPA
Regulated World of Cannabis*

Associations/Committees

California Fire Prevention Officers, Southern Section
International Code Council
National Fire Protection Association
California Fire Alarm Association

As a DGA Associate, Ms. Locati performs plan review and inspections to ensure compliance with adopted codes and standards in but, not limited to, chemical hazard classification, hazardous processes/system, above/below ground tanks, spraying/dipping operations special systems, and sales, cultivation and processing of cannabis.

Agency Experience

- ◆ City of Corona
- ◆ Orange County Fire Authority

Project / Plan Review Experience

- ◆ Perform plan review of and prepare correction notices for:
 - Building construction and tenant improvements,
 - Fire sprinkler and alarm systems,
 - High piled storage plans,
 - Hazardous materials
 - Fire and building code compliance
 - Sales, cultivation, and processing of Cannabis

- ◆ Manage hazardous materials disclosure program for industrial and manufacturing occupancies
- ◆ Coordinate and perform new construction, systems and annual inspections
- ◆ Review fuel modification and vegetation management plans
- ◆ Perform fire investigations and maintain multiple qualifications as a resource for wildland fires
- ◆ Develop plan review for emergency access and water supply
- ◆ Create and coordinate wildland inspection program,
- ◆ Issue fire code permits
- ◆ Present code amendments and assist with code adoption process

Ms. Locati has extensive knowledge of California Building, Fire and Residential Codes, NFPA codes and standards and additional nationally recognized fire protection design standards.

Kevin Scott - 40 Years of Fire Life Safety

CERTIFICATIONS

- ◆ ICC Certified Fire Plans Examiner
- ◆ ICC Preferred Provider – Training/Instructor
- ◆ Certified Uniform Fire Code Inspector
- ◆ Certified Fire Prevention Officer
- ◆ Certified Plans Examiner
- ◆ Certified Fire Protection Specialist
- ◆ Certified Fire Inspector II
- ◆ Certified Uniform Fire Code Inspector
- ◆ Certified Uniform Fire Code Inspector, 2000 UFC
- ◆ Information Officer Type III
- ◆ Fire Prevention Officer III
- ◆ Certified Fire Code Inspector
- ◆ Certified Medical Gas Installation Inspector
- ◆ Fire Prevention Officer II
- ◆ Fire Prevention Officer I

INSTRUCTOR

- ◆ International Code Council Preferred Provider: 2000-present
- ◆ Certified State Fire Marshal: 1996-2008.
- ◆ International Fire Code Institute: 1998-2002.
- ◆ International Conference of Building Officials: 1999-2002.
- ◆ Bakersfield Community College: 1996-present

EDUCATION

- ◆ Fire Science Certificate, Bakersfield Community College
- ◆ Associate of Arts Degree in Fire Science, Pasadena City College

TECHNICAL ACTIVITIES

- ◆ California Code Interface Committee: 2011-2012.
- ◆ Task Group 400 – Secretariat: 2010-2011.
- ◆ Hydrogen Gas Ad Hoc Committee – Vice Chairman: 2003-2005.
- ◆ Fire Council for Underwriter’s Laboratories: 1999-2012.
- ◆ International Fire Code, Code Development Committee – Chairperson: 1998-2004.
- ◆ International Fire Code, Interpretations Committee: 2001-2006.
- ◆ Technical Advisory Committee for Retail Sales of Fireworks: 2004-2007.
- ◆ Fire Prevention Committee of the California State Firefighters Association: 2004-present.
- ◆ California Code 2000 Partnership, Representing California Fire Chief’s Association: 1998-2000.
- ◆ Prescriptive Drafting Committee for the International Fire Code, Code Development Committee: 1997-2000
- ◆ Uniform Fire Code, Code Development Committee – Vice Chairperson: 1995-1999.
- ◆ Uniform Fire Code Committee, California Fire Chiefs’ Association – Chairperson: 1992-1995.
- ◆ Technical Advisory Committee on Retail Storage of Group ‘A’ Plastic Commodities: 1993-1996.

Project / Plan Review (highlights)

- Aerotest Maintenance Hangar—Mojave
- Alpha Explosives – Mojave
- Elk – GAF Roofing Manufacturing Facility – Shafter
- Frito-Lay Inc., Bakery & Distribution Warehouse – Buttonwillow
- IKEA Regional Warehouse & Distribution Center – Tejon
- Lerdo Pre-Trial Facility – Shafter
- Lone Star Gas Refinery and Distribution Facility – Shafter
- Mojave Air and Space Port – Mojave
- Plains All American Bakersfield Crude Terminal - Old River
- Products Research Chemical Corporation – Mojave
- Sears Logistics Regional Warehouse and Distribution Center – Delano
- Shafter Intermodal Rail Facility – Shafter
- Target Distribution Warehouse – Shafter
- Tejon Industrial Complex – Tejon

Agency Experience

- ◆ Kern County Fire Department

Scope of Services

DGA specializes in fire life safety. Our highly experienced associates will provide fire plan review services for the City of Costa Mesa Fire Department in the following plan types as directed:

- Cannabis Facilities (Point of Sale, Cultivation, Processing)
- Fire Sprinkler
- Fire Alarm and Monitoring Systems
- Underground Water Supply
- Fire Pump
- Special, clean agent system
- Commercial cooking fire protection
- High Piled Storage
- Architectural (all occupancies including High Rise)
- Above and Below Ground Storage Tanks
- Refueling Station
- Hazardous Material
- Spray Booths
- Combustible Dust
- Smoke Control
- Compressed Gas Systems (Medical, Industrial)
- Chemical Classification & Storage
- Other services as directed by the Fire Marshal

DGA will provide plan review services include the following:

1. Pick up and drop off plans at the City of Costa Mesa or use a courier/mail service (at the expense of DGA) within the stated turnaround time.
2. Turn-around times shall be within ten (10) business days from receipt.
3. The plans shall be thoroughly reviewed for compliance with currently adopted codes and standards by one of the three designated DGA plan review staff.
4. Where corrections are required, a detailed correction letter will be prepared. DGA

identifies specific code sections in the correction letters so that the applicant can review the specific code language to minimize any confusion regarding the correction.

5. The plans along with a transmittal letter will be returned directly to the city, unless otherwise directed.
6. The correction letter, if applicable, will be posted to Drop-box (Cloud based file management system). Drop-box will give Costa Mesa Fire Prevention personnel immediate access to the correction letter should any questions arise from the review. A copy of the correction letter will be emailed to Costa Mesa Fire Prevention personnel as directed by the City.
7. DGA shall be available for phone calls or in-person meetings with the City of Costa Mesa as needed.
8. When approved DGA shall stamp and sign all plans in accordance with the City of Costa Mesa policy and procedure.

Fees:

DGA plan check fees shall be based on an hourly rate of \$125.00 per hour with a one-hour minimum. Requested meetings and/or sites visits shall be an hourly rate of \$110.00 per hour including one-hour drive time. Costa Mesa Fire Department shall be invoiced monthly unless otherwise directed. Payment shall be net 30.

I look forward to working with Costa Mesa Department Fire Department. 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 Costa Mesa for ninety (90) days from the date of submittal. We look forward to continuing our relationship with the Costa Mesa Fire Department and welcome any request to provide further information regarding our qualifications to perform these services.

Sincerely,

Dennis J. Grubb,
President

EXHIBIT B
CERTIFICATES OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2018

PRODUCER
WILLHITE INSURANCE AGENCY
6117 BROCKTON AVENUE, STE 206
RIVERSIDE, CA 92608

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
6560 VAN BUREN BLVD. STE. B
RIVERSIDE, CA 92603

INSURERS AFFORDING COVERAGE

INSURER A: LLOYDS OF LONDON INSURANCE CO
INSURER B: THE HARTFORD INS CO
INSURER C: AMTRUST NORTH AMERICA INS CO
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
B	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	83SBANX2247	01/13/2018	01/13/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	QWC1042078	04/01/2018	04/01/2019	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$1,000,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$1,000,000													
E.L. DISEASE - EA EMPLOYEE	\$1,000,000													
E.L. DISEASE - POLICY LIMIT	\$1,000,000													
A		OTHER PROFESSIONAL LIABILITY	ATR1800845	03/17/2018	03/17/2019	\$1,000,000 OCCURRENCE \$1,000,000 AGGREGATE								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS, AND EMPLOYEES ARE ADDITIONAL INSURED WITH RESPECT TO THE SUBJECT PROJECT AND AGREEMENT.

CERTIFICATE HOLDER
CITY OF COSTA MESA
P.O. BOX 1200
COSTA MESA, CA 92728-8030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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
RHONDA LUCAS

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: 83SBANX2247

THE HARTFORD INSURANCE CO.

COMMERCIAL GENERAL LIABILITY

NAMED INSURED: DENNIS GRUBB AND ASSOCIATES

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

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

Name of Person or Organization:

THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS, AND EMPLOYEES ARE ADDITIONAL INSUREDS WITH RESPECT TO THE SUBJECT PROJECT AND AGREEMENT.

CITY OF COSTA MESA
P.O. BOX 1200
COSTA MESA, CA 92728-8030

(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 materiel, parts or equipment furnished in connection with such work or operators.

ANF 160 (9/2003)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Louis Grande Insurance Agency Inc. 2741 Hamner Ave. Suite 107 Norco, CA 92860	CONTACT NAME: Ann Danhour PHONE (A/C, No. Ext): 951-737-2682 E-MAIL ADDRESS: ann@lougrande.com	FAX (A/C, No): 951-736-1875
	INSURER(S) AFFORDING COVERAGE	
INSURED Dennis J Grubb 4680 Millbrook Ave Riverside, CA 92509	INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJCT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	X	X	439-9936-F08-75D 2013 Tesla S	06/08/2018	06/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insureds: The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement.

CERTIFICATE HOLDER CITY OF COSTA MESA P.O. BOX 1200 COSTA MESA, CA 92728-8030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

DL Policy No. 439-9936-F08-75D

FE-8809

SECTION II ADDITIONAL INSURED ENDORSEMENT



Policy No.: 439-9936-F08-75D

Named Insured: DENNIS GRUBB & ASSOCIATES LLC

Additional Insured (include address):

City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92728-8030

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

Primary Insurance. The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

EXHIBIT C

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.