

SECTION 4 - AGREEMENT

PROJECT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **R.E. Schultz Construction, Inc.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.

CITY desires to utilize the services of Furnish all Materials, Equipment, Tools and Labor for the Installation of Poured-In-Place Playground Surfacing at Eastgate Park in Garden Grove per the bid specifications.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this agreement shall be a Not to exceed (NTE) amount of Ninety Three Thousand Two Hundred Ninety Dollars (\$93,290.00), payable in arrears and in accordance with Bid Pricing Sheet (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice or request for work completed subject to Section 4.11 hereof. All work shall be in accordance with Bid No. S-1194-B and the Plans and Specifications (Attachment A), which are attached and are hereby incorporated by reference.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they

incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

4.7 Excusable Delays. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; and act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

City shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The CITY'S decision will be conclusive on all parties to this Contract.

4.8 Extra Work. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 4.9 hereof. CITY shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

4.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to CITY.

4.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

4.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

4.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.1) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

4.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6 CONTRACTOR REGISTRATION; MAINTENANCE OF PAYROLL RECORDS; JOB SITE POSTING

4.14.6.1 **Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

4.14.6.2 **Payroll Records.** CONTRACTOR shall maintain accurate payroll records and shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6.3 **Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other

Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable).

4.16.5 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a waiver of subrogation for each policy.

4.16.6 INSURANCE AMOUNTS. CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:

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

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 4.16.6 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

4.18.3 Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

4.18.4 Upon termination under paragraphs (4.18.1) and (4.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

4.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this Contract and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

4.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, *each party shall be responsible for their own attorneys' fees, costs and necessary expenses.* If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"
R.E. Schultz Construction, Inc.

Contractor's State Lic. No. 1007195

DIR Registration Number 1000033385

Expiration Date: 6/30/17

By: Richard Schultz R.E. Schultz

Title: President

Date: 10/21/16

Tax ID No. 32-0465469

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

APPROVED AS TO FORM:

Omar Sandoval
Garden Grove City Attorney

- 3' X 6' Concrete sidewalk

Sub Base Repair to include:

- Furnish and compact up to 500 SF of aggregate base (recycled concrete preferred)
- Work with City approved arborist to remove possible tree roots
- Re-compact entire area to 95%

Furnish and install a 3' X 6' concrete sidewalk to match area in the northeast corner.

Damage to turf must be replaced by contractor.

Contractor in charge of USA Dig Alert 48 hours prior to any digging.

Equipment will be stored at Garden Grove Park Maintenance Compound 9301 Westminster Ave. Garden Grove. Contractor responsible for picking up the equipment from the Garden Grove Park Maintenance Compound and properly transporting it to the job site.

CITY RESPONSIBILITIES:

Playground Equipment has already been purchased and will be provided by the City.

Playground Equipment will be stored at Garden Grove Park Maintenance Compound 9301 Westminster Ave. Garden Grove.

City will provide direct access to playground area.

CONTRACTOR'S LICENSES REQUIRED TO BID THIS PROJECT:

Playground Surfacing Installer: Contractor shall have a California State Contractor's License C61 (D34). Limited Specialty, Prefabricated Equipment.

Playground Equipment Installer: Installer must be certified by the National Playground Safety Institute (NPSI).

Concrete Work and Other Work: Class "A" General Engineering Contractors License.

PRODUCTS:

The layout shown in the plan view is based upon equipment and measurements from Miracle Recreation Equipment Co. and can be contacted at 800-264-7225, Fax: 877-215-3869 or Email: john@miracleplayground.com. A list of all the components are in the plan view.

PLAYGROUND SURFACING

Poured-in-Place Rubber

DESCRIPTION:

All labor, materials and incidentals necessary to re-compact existing subgrade and furnish and install new poured-in-place rubber surfacing.

CONTRACTOR'S LICENSES:

Contractor shall have a California State Contractor's License C61 (D12). Limited Specialty, Synthetic Materials.

SUBMITTAL OF "APPROVED EQUAL":

Bidders shall comply with the following requirements:

- A. Bidder shall submit a sample measuring 6 inches x 6 inches x 2 inches thick with tapered edge.
- B. Bidder shall submit the following test results:
 - 1. ASTM F 1292-09 Impact Attenuation Test Data.
 - 2. ASTM E 108 Flame Test Data. Product shall exhibit a minimum of Class A rating.
 - 3. ASTM E 303 Skid Resistance Test Data.

Above test results shall be certified and submitted on the letterhead of an independent testing laboratory. Test results shall meet or exceed U.S. Consumer Products Safety Commission Standards and the Standard Consumer Performance Specification for Playground Equipment for Public Use.

- 4. Bidder shall submit verifiable documentation of a minimum of five (5) poured-in-place protective surface projects completed in the State of California, dating back 5 years or less, where the proposed "or approved equal" resilient surfacing was used. Include the project name, project cost, completion date, contract person, and telephone numbers.
- 4. Bidders shall comply with the following requirements:

The bidder shall note in his submittal any and all "alternatives" or "proposed equals" that it proposes to use in lieu of any named or designated material, product or thing that is named in the

PERFORMANCE REQUIREMENTS:

A. Area Safety: Poured in place within playground equipment use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F 1292-09. The surface must yield both a peak deceleration of no more than 200 G-max and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings. IPEMA certification is required.(ASTM F1292 section 4.3.3: The laboratory test used to determine critical fall height shall have been conducted on surfacing material samples identical in design, materials, components, thickness and manufactured as the installed playground surface)

B. Accessibility: NOTE: Children's outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI) Design Criteria. The requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children's outdoor play areas.

C. Poured in place surfaces intended to serve as accessible paths of travel for persons with disabilities shall be firm, stable and slip resistant, and shall meet the requirements of ASTM F 1951- 08 and ASTM F 1292-09

PRODUCTS:

POURED-IN-PLACE PROTECTIVE PLAYGROUND SURFACE

- A. Install 'EPDM Poured-in-Place Safety Surfacing', rubber playground surfacing by TotTurf® Aromatic Poured in Place Product or a City approved equal. Submit 6" x 6" sample of each color specified.
- B. Technical specifications on the resilient surfacing can be obtained directly from the manufacturer.
- C. The Contractor shall provide all services and products to ensure a complete installation of resilient playground surfacing.
- D. Colors of surface shall be Color of surface - 25% Tan, 25% Green and 50% Black - no design pattern.

INSTALLATION:

- A. Poured in Place Surfacing: Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to 2,000 square feet per day and completely bonded to compacted aggregate of sub base. Material shall cover all foundations and fill around all elements penetrating the surface.

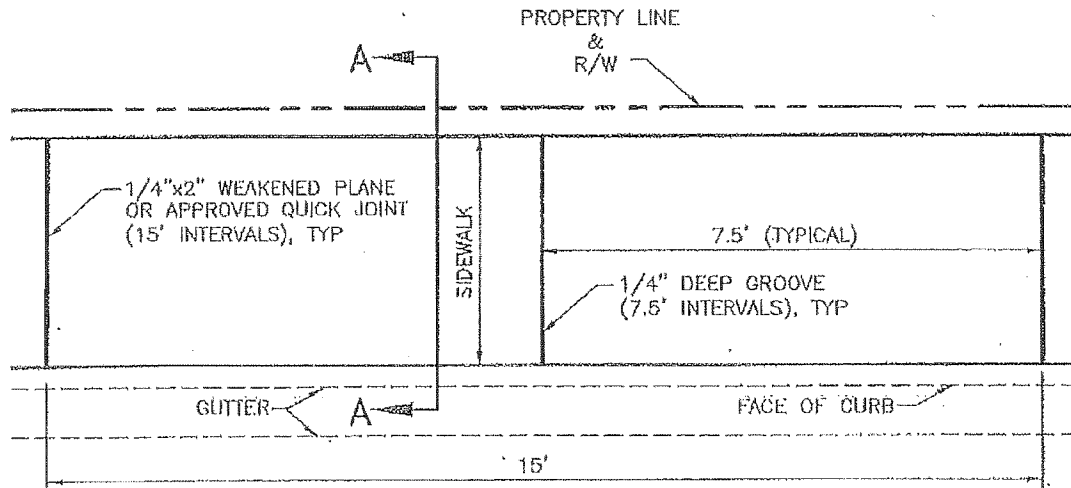
- H. Manufacturer's Services: For poured in place safety surfacing, a manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

CONCRETE WORK

Replace 6' broken section sidewalk concrete in the north east section of playground area.

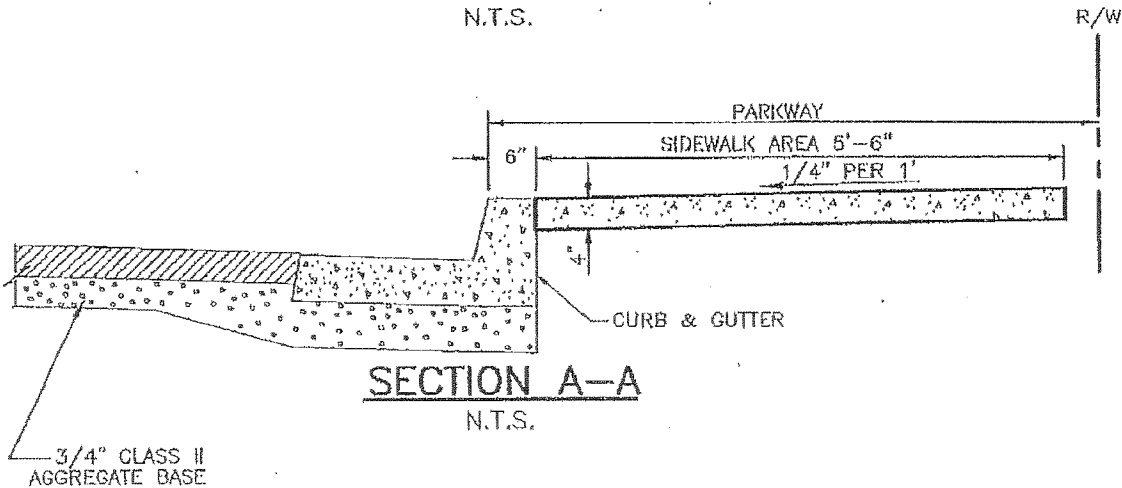
- A. Concrete work shall be per Standard Plans and Details, City of Garden Grove (see Detail 1).
- B. Concrete shall be Class 520-C-2500 with a maximum slump of four (4) inches, except where noted on Standard Plans.
- C. Sidewalk surface shall have a light broom finish to match existing sidewalk and/or curb and gutter.
- D. If both ends of new construction abut existing sidewalk, the new construction shall be scored to match existing.
- E. Sidewalks longer than 30 feet in length shall have weakened plain joints per City Standard Plans.
- F. All excess concrete shall be removed from the work area.
- G. Strip and remove excess concrete debris and clean all edges of newly poured concrete.
- H. All work shall be stamped with a stamp approved by CITY with name of CONTRACTOR and year.
- I. Install weakened plain joints per City Standard Plans around tree wells as designated by the Engineer.
- J. 4" Colored P.C.C. Work shall consist of constructing 4" colored concrete as designated by the Engineer. Concrete shall be a 6-1/2 sack of cement per cubic yard of concrete with a compressive strength of 3,000 pounds psi at 28 days. The coarse aggregate shall be 3/8" maximum and shall not be more than 30% by volume per cubic yard. The color shall be

Detail 1:



PLAN VIEW OF SIDEWALK

N.T.S.



NOTES:

1. SIDEWALK SHALL BE CONSTRUCTED NEXT TO CURB.
2. 3/4"x4" FELT EXPANSION JOINTS SHALL BE PLACED AT THE ENDS OF ALL CURB RETURNS AND AT TOP OF DRIVEWAYS. 1/4"x2" WEAKENED PLANE JOINTS SHALL BE PLACED AT 15' INTERVALS. SCORING LINES SHALL BE PLACED AT 7-1/2' INTERVALS. EXPANSION JOINTS TO BE INSTALLED AT 45' MAXIMUM SPACING.
3. 1/4"x2" APPROVED QUICK JOINTS FOR SIDEWALK SHALL BE PLACED TO COINCIDE WITH JOINTS OF THE CURB.
4. ALL CONCRETE SHALL BE CLASS 520--C--2500 AND 4" THICK.
5. 90% RELATIVE COMPACTION REQUIRED UNDER SIDEWALK.
6. COLORED ADDITIVES OR PATTERNED CONCRETE SHALL NOT BE USED IN PUBLIC R/W.



City of
Garden Grove
California

RESIDENTIAL SIDEWALK

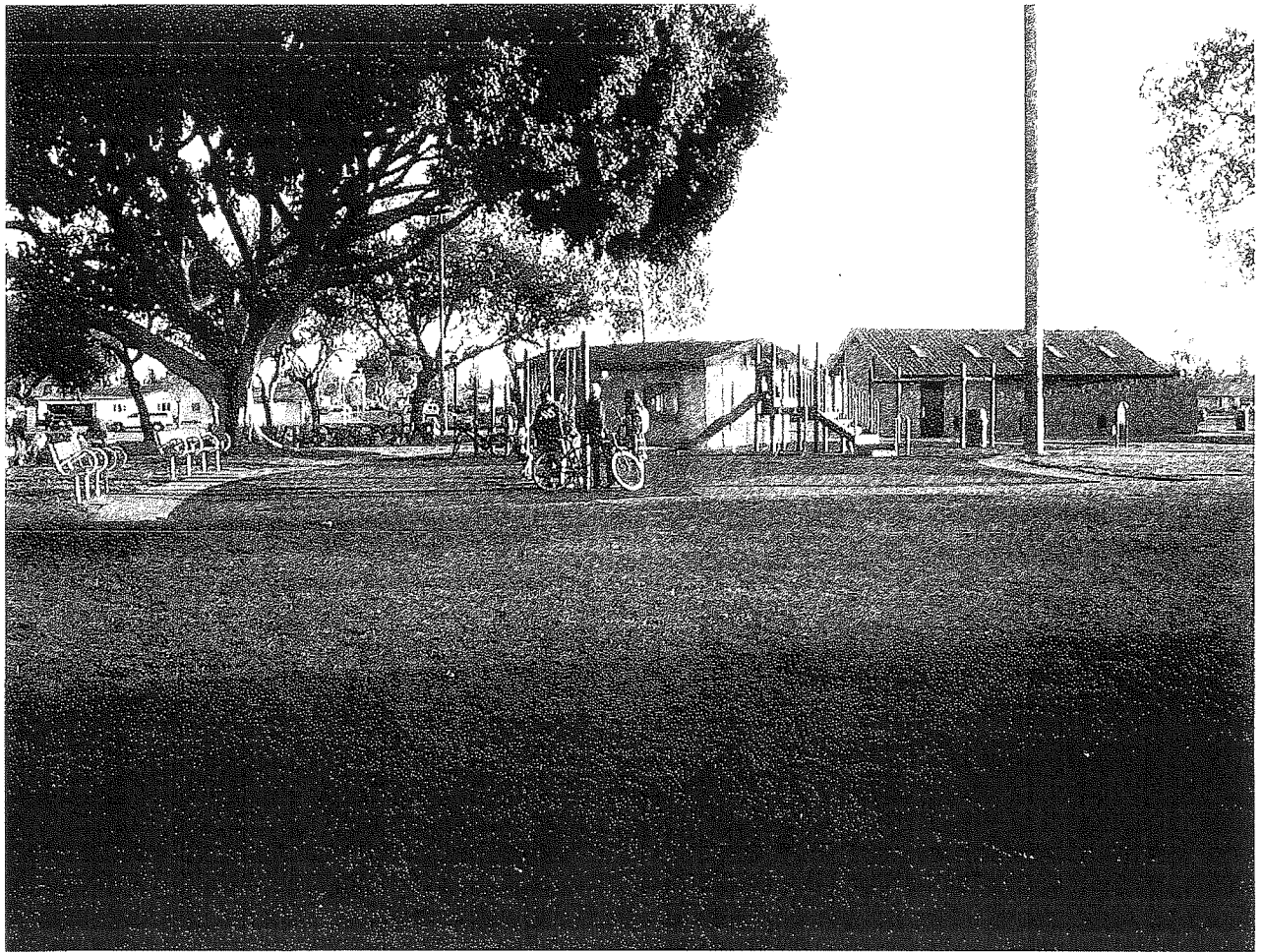
Approved: *[Signature]* Date: 12-8-15
City Engineer R.E.E. 52125 Exp. 12-31-16

REVISIONS	BY	DATE	STD. PLAN NUMBER

B-105









Policy Number:

Date Entered: 04/14/2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2016

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

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

PRODUCER The Hulett Agency 13959 Saddlewood Drive Poway, CA 92064	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(858) 618-5442	FAX (A/C, No): (858) 618-5444
	E-MAIL ADDRESS:	hulettagency@sbcglobal.net	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED R E Schultz Construction, Inc. P O Box 6 Silverado, CA 92676	INSURER A: StarStone National Insurance, Co		
	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.

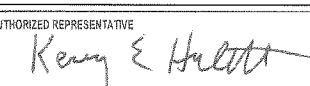
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	X T20160710	04/14/2016	04/14/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Waiver of Subrogation in favor of City of Garden Grove

CERTIFICATE HOLDER

CANCELLATION

City Of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01)

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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

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

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: 04-14-2016

Policy No.: T20160710

Endorsement No.:

Insured: R E Schultz Construction, Inc. (A Corp)

Insurance Company: StarStone National Insurance Company

Countersigned By





Western Heritage
Insurance Company

**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SCP1017392	04/22/2016	R.E. Schultz Construction Inc.	

(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS—
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT
WITH YOU INCLUDING PRIMARY OR PRIMARY AND NON-CONTRIBUTORY
AND LIMITED WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART**

A. SECTION II—WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations and you and such person or organization have executed a written contract or agreement prior to the time of an “occurrence” giving rise to a claim that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage,” “error or omission” or “personal and advertising injury” caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

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

This insurance does not apply to:

1. “Bodily injury,” “property damage,” “error or omission” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
2. “Bodily injury” or “property damage” occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
The City of Garden Grove, its officers, officials, employees, agents, and volunteers and all public agencies from whom permits will be obtained and their directors, officers, agents and employees	Blanket when 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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

whichever is less.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2016

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

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

PRODUCER Cooper Insurance Service, Inc Playground Book P.O. Box 638 Lapel, IN 46051 Steve B. Carraway	CONTACT NAME: Steve B. Carraway	
	PHONE (A/C, No, Ext): 765-534-3152	FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Western Heritage Insurance Co.		37150
INSURER B : General Casualty Co. of		24414
INSURER C : National Union Fire Ins Co		19445
INSURER D :		
INSURER E :		
INSURER F :		

INSURED **R.E. Schultz Construction Inc.
P.O. Box 6
Silverado, CA 92676**

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	SCP1017392	04/22/2016	04/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 E&O \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CBA1283972	04/22/2016	04/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		BE019595088	04/22/2016	04/22/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Equipment Floater Leased/Rented		CIM1293972	04/22/2016	04/22/2017	Value: 250,000

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

RE: Eastgate Park--The City of Garden Grove, its officers, officials, employees, agents, and volunteers and all public agencies from whom permits will be obtained and their directors, officers, agents and employees are additional insured regarding the general liability coverage on a primary and non-contributory basis for ongoing and completed operations with a waiver of

CERTIFICATE HOLDER GARDEN3 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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Western Heritage
Insurance Company

ENDORSEMENT
NO. 5

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SCP1017392	10/17/2016	R.E. SCHULTZ CONSTRUCTION, INC	34100

(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IT IS HEREBY UNDERSTOOD AND AGREED TO ADD 30 DAY NOC FOR THE FOLLOWING:

The City of Garden Grove, its officers, officials, employees, agents and volunteers and all public agencies from whom permits will be obtained and their directors, officers, agents and employees
11222 Acacia Parkway
Garden Grove, CA 92840

AND TO ADD COMPLETED OPERATIONS FOR 25 PROJECTS TO THE POLICY FOR AN ADDITIONAL FULLY EARNED PREMIUM OF:

\$400.00
\$ 12.00 CA S/L Tax
\$.80 CA Stamp Fee

All other Terms and Conditions of this Policy remain unchanged.

_____/_____
AUTHORIZED REPRESENTATIVE DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Covered Operations
AS ON FILE WITH COMPANY FOR 25 PROJECTS	AS ON FILE WITH COMPANY
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

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



Western Heritage
Insurance Company

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
SCP1017392	10/17/2016	R.E. SCHULTZ CONSTRUCTION, INC	34100

(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- LIQUOR LIABILITY COVERAGE PART**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**
- POLLUTION LIABILITY COVERAGE PART**
- PRODUCT WITHDRAWAL COVERAGE PART**
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

In the event of cancellation of the insurance afforded by this Coverage Part, other than cancellation for nonpayment of premium, we agree to mail prior written notice of cancellation to:

SCHEDULE

1.	Name: THE CITY OF GARDEN GROVE
2.	Address: 11222 ACACIA PARKWAY GARDEN GROVE, CA 92840
3.	Number of days advance notice: thirty (30) Days

AUTHORIZED REPRESENTATIVE

DATE

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