

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 15th day of June, 2020, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and John L. Hunter and Associates, Inc., (hereinafter referred to as the “**CONSULTANT**”).

RECITALS

WHEREAS, **CITY** requires professional services for Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Program Compliance Services; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

ARTICLE I **SCOPE OF SERVICES; TERM**

1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Exhibit “A” (the documents contained in Exhibit “A” shall be hereinafter referred to as the “Scope of Work”).

B. 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 circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that **CITY** may enter into agreements similar to this Agreement with other consultants.

1.2 Term.

The term of this Agreement shall begin on July 1, 2020 and continue until completion of the work on June 30, 2025 and its final acceptance by the **CITY**; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II RESPONSIBILITIES OF CONSULTANT

2.1 Control and Payment of Subordinates.

CITY retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

2.3 Standard of Care; Licenses.

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 circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

2.5 Accounting Records.

CONSULTANT shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and

activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III **COMPENSATION**

3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit “B”, and incorporated herein by reference. Total compensation shall not exceed \$99,980 per year without written approval of **CITY’S** Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter “Extra Work”) are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the “Extra Work”.

3.2 Payment of Compensation.

CONSULTANT shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from July 1, 2020, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, “Extra Work” means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY’S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of “Extra Work” shall be barred and are unenforceable.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY’S** written authorization for “Extra Work” or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

3.5 Reimbursement for Expenses

CONSULTANT shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV INSURANCE

4.1 Insurance Requirements.

The CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, CONSULTANT agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the CONSULTANT shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONSULTANT.

4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the CITY for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives **NOTE: Do not include this statement on final draft (REVIEW NAMED INSURED’S FOR YOUR CITY)** shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to “Ongoing Operations”
2. Exclude “Contractual Liability”
3. Restrict coverage to the “Sole” liability of contractor
4. Exclude “Third-Party-Over Actions”
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives **NOTE: Do not include this statement on final draft (REVIEW NAMED INSURED’S FOR YOUR CITY)** shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers’ Compensation

(1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONSULTANT** under the indemnity provisions of this contract.

4.10 Failure to Maintain Coverage.

CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

4.13 Insurance for Subcontractors.

CONSULTANT shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

ARTICLE V
TERMINATION AND INDEMNIFICATION

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.3 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONSULTANT** which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT'S** receipt of termination notice, and at no additional 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**.

5.6 Indemnification and Hold Harmless.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** shall save, keep defend, indemnify, hold free and harmless **CITY**,

its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless CITY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of CONSULTANT, its employees and/or authorized sub-consultants, whether intentional or negligent, in the performance of this Agreement.

ARTICLE VI GENERAL PROVISIONS

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: CITY MANAGER
 CITY OF LA HABRA
 P.O. Box 337
 La Habra, Ca. 90631

TO CONSULTANT: John L. Hunter and Associates, Inc.
6131 Orangethorpe Avenue, Suite 300
Buena Park, CA 90620

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

CONSULTANT represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

CITY reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

CONSULTANT warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

CONSULTANT covenants that he/she/it presently has no interest and shall not acquire any

interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §§ 87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

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 referring expressly to this Paragraph. 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.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

CONSULTANT shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission

of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 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 provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

CONSULTANT shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** 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, as authorized by this Agreement 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.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment

relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that Jillian Brickey's personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason Jillian Brickey should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF LA HABRA:



Jim Sadro
CITY MANAGER

APPROVED AS TO FORM:



Richard Jones
CITY ATTORNEY

ATTEST:



Laurie Swindell, CMC
CITY CLERK

COUNTER SIGNED:



Jillian Brickey – Director
John L. Hunter & Associates, Inc.

EXHIBIT "A"
SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

III. Detailed Work Plan and Schedule

We welcome the opportunity to continue providing professional MS4 NPDES services to the City of La Habra. This section details the approach to complete the Scope of Work (SOW). The timeframe of this proposal is for a period of five years (May 2020 through June 2025). The services provided may be extended for additional years upon written agreement by the City and JLHA. This proposal is considered valid for a period of ninety (90) days from the date of submittal.

A. Scope of Services

Tables 5 to 11 list the services listed in Section III of the RFP and include information that describe the approach and methods the Project Team will use to meet the contract requirements. The Project Team does not anticipate any significant concerns or problems during the term of this contract.

Table 5. Task 1 – Program Management and Development

RFP Task 1.1	
Description	Meet with City staff once a month. Review proposed changes and modifications to the stormwater program which would affect future implementation plans. Inform the City on the development of these MS4 Permit issues. Provide office hours at the City as needed.
Approach	Project Managers will be available to the City on-call and on a monthly basis. Summary reports on proposed changes and modifications to the stormwater program will be prepared for immediate viewing by the City via an online portal set up by JLHA (jonas.jlha.net). Any action items required by the City as a result of the meetings will be conveyed via email or phone call as soon as possible. JLHA is available to provide office hours at the City as needed.
RFP Task 1.2	
Description	For the tasks listed in this proposal, operate and maintain an electronic database of compliance reports and activities. This task is necessary to 1) prepare the City's Annual Report to the Regional Board and 2) provide proof of compliance in the event of a program audit. Electronic database is also mandatory for some elements of the program.
Approach	JLHA will store records for all programs provided under the scope of work on an electronic database accessible to the City online. The Project Team will also update and maintain a website of key program records to facilitate easy access by City staff for annual reporting and program audits.
RFP Task 1.3	
Description	Attend and report on the actions of the General Permittee Committee and other subcommittees (e.g. Public Education subcommittee, LIP/PEA, inspection subcommittee) held by OC Watersheds that are relevant to the City's MS4 Permit program.
Approach	JLHA will serve as an MS4 NPDES Program representative for the City at County-wide NPDES meetings. Summary reports on will be prepared for immediate viewing by the City.
RFP Task 1.4	
Description	On an as-needed basis, assist the City with various tasks to include collecting and organizing data, preparation and presentation of NPDES reports, responding to citizen requests, etc.
Approach	JLHA is available to provide other as-needed assistance for tasks within the project scope but not itemized in this SOW. Examples include providing guidance on compliance strategies, providing assistance with compliance with other NPDES Permits, and assisting in the development of fees to fund the City's NPDES programs.
RFP Task 1.5	
Description	Assist the City with compliance of Public Education. Tasks will include impression counts, Coastal Cleanup Event and employee training as needed basis.
Approach	The City participates in a cost-share agreement for select MS4 NPDES Permit implementation services with the County of Orange—the Principal Permittee under

	<p>the MS4 NPDES Permit. These services, which include the development of a countywide Public Education Program, are outside the scope of work of this proposal. The development of the City’s Public Education Program, however, requires administrative oversight by the affected Permittees, including the City, as well as individual city implementation efforts. JLHA will provide this administrative oversight and implementation assistance as it applies to the City such as promoting nearby events and incorporating Areawide messages into City media.</p>
RFP Task 1.6	
Description	<p>The City of La Habra is subject to a technical Total Maximum Daily Load (TMDL) in the Coyote Creek Watershed. The City contributes to a cost share with the County for the monitoring requirements of this TMDL. Review, interpret and summarize all documents provided by the County. Meet with city staff to discuss the implications and potential outcomes.</p>
Approach	<p>The City is under a TMDL for metals and is also under the provisions of the Statewide Trash Amendments. (Although technically not a TMDL, the Trash Amendments in effect act as a Trash TMDL.) Tasks for dry weather monitoring are addressed in the Illicit Discharges and Illicit Connections (ID/IC) table.</p> <p><u>Metals TMDL</u> Project Managers will assist with reviewing monitoring results and participation in any related meetings.</p> <p><u>Statewide Trash Provisions Implementation</u> The Project Team will review and update any GIS maps, long term compliance and monitoring plans (as-needed), or other information required by the Regional Board through the Annual Reporting process. The Project Team will also provide general assistance with the monitoring and control measure planning and implementation required by the provisions.</p>

Table 6. Task 2 – Assist with Municipal Activities Program

RFP Task 2.1	
Description	<p>Inventory and prioritize municipal fixed facilities and field programs following the prioritization scheme described in the DAMP.</p>
Approach	<p>JLHA will review the existing municipal facilities inventory and re-prioritize (low, medium, and high), as needed, based on changing site conditions and inspection results.</p>
RFP Task 2.2	
Description	<p>Inspect municipal fixed facilities and field programs following the inspection schedule described in the Permit and prepare inspection reports. Provide a summary of corrective actions and conduct follow-ups when necessary.</p>
Approach	<p>JLHA will inspect municipal facilities for proper BMP implementation. This includes 1) inspecting facility layout to locate the storm drain system and/or stormwater drainage</p>

	path, storage areas, process, areas, and heavy equipment wash and maintenance areas, and stormwater sampling locations, if applicable, 2) determining the facility's impact on stormwater quality through proper BMP implementation and illicit discharge elimination, 3) determining the need for corrective actions and setting up a follow-up inspection dates, and 4) completing an inspection form. High, medium and low priority facilities will be inspected on the required annual, biennial, and semi-quinquennial frequencies, respectively.
RFP Task 2.3	
Description	Assist the City with regular self-audits for the Integrated Pest Management (IPM) Compliance.
Approach	JLHA will review the City's current IPM Policy and interview City staff involved in the process. We will then provide recommendations for changes and improvements, and complete a self-audit checklist. JLHA is available to provide training intended for applicable City staff and contractors. This would include a slide presentation led by members of the Project Team, Q&A with City staff, and key program forms, templates, and documentation. All materials will be stored for review and download on JLHA's website for the City.

Table 7. Task 3 – Illicit Discharges and Illicit Connections (ID/IC)

RFP Task 3.1	
Description	Perform ID/IC investigations when 1) requested by the City or 2) when violations are witnessed during the consultant's field activities within the City. Prepare subsequent reports and record keeping.
Approach	<p>Complaints received or violations observed will be investigated within the timeframes provided in the MS4 Permit. If needed, within normal working hours inspection staff will be available to respond to complaints within two hours. JLHA will correspond with responsible parties and complainants and schedule inspections as-needed, discuss corrective actions required, and provide program education as-needed. JLHA will store records on an electronic database accessible to the City online. The Project Team will also update and maintain a website of key program records to facilitate easy access by City staff for annual reporting and program audits.</p> <p>The City is required to conduct a source investigation if the County's dry weather monitoring indicates an exceedance of tolerance intervals for a given pollutant from an outfall monitored within the City. JLHA's assistance with these investigations is as-needed.</p>
RFP Task 3.2	
Description	Follow-up with noncompliant parties and issue enforcement notices following the DAMP's enforcement structure. In cases of continued noncompliance, the consultant will consult with the City to determine the optimal enforcement strategy.
Approach	Enforcement actions will be undertaken following procedures provided in the MS4 Permit. JLHA will conduct follow-up investigations to verify elimination of illicit

	discharges. For egregious or repeated cases of non-compliance, enforcement notices will be prepared following city ordinances and the MS4 Permit requirements. Notices will be sent out only after City approval. If noncompliance persists, the Project Team will work with City enforcement staff to resolve the issue and provide other as-needed enforcement assistance.
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Table 8. Task 4 – Construction Program

RFP Task 4.1	
Description	Inventory and prioritize active construction sites following the prioritization scheme described in the Permit.
Approach	This includes reviewing city and Water Board records and on-site conditions to update the site inventory—including all information field required—and reviewing existing site information and regulatory history prior to inspection. It also includes prioritizing new sites as low, medium, or high based on threat to water quality, and reprioritizing sites based on changing site conditions and inspection results.
RFP Task 4.2	
Description	Prepare a construction inspection form specific to the City and recommend changes to the City's current building inspection form to incorporate a stormwater inspection element. The City building inspectors will conduct inspections under 5,000 SF.
Approach	JLHA will assess the City's current inspection form and provide recommended changes to City staff. The deliverables under this scope of services will be uploaded for viewing and download by the City via an online portal set up by JLHA.
RFP Task 4.3	
Description	Review Stormwater Pollution Prevention Plans (SWPPPs) for basic compliance with CGP - this is not a detailed review process.
Approach	This includes SWPPP review by a JLHA staff Qualified SWPPP Developer (QSD) following a review checklist based on MS4 permit requirements. Standard turn-around time for review is two weeks.
RFP Task 4.4	
Description	Inspect construction sites covered under the State's Construction General NPDES Permit (CGP) and follow-up as necessary.
Approach	JLHA will inspect sites for proper BMP implementation. Inspections follow the standard operating procedures listed in the MS4 Permit, which includes 1) determining the facility's impact on stormwater quality through proper BMP implementation and illicit discharge elimination, 2) determining the need for corrective actions and setting up a follow-up inspection dates, and 3) completing an inspection form. Routine inspections at state-permitted construction sites will be conducted at least twice a year during the rainy season (October 1st through April 30th). Staff will correspond with site operators and schedule inspections as-needed, discuss corrective actions required, and providing program education as-needed. For egregious or repeated cases of non-compliance, enforcement notices will be prepared following the city ordinances and NPDES Permit's progressive enforcement

	requirements. If noncompliance persists, JLHA will work with City enforcement staff to resolve the issue.
RFP Task 4.5	
Description	Conduct inspections or follow-up activities at non-CGP sites over 5,000 SF or/and as-needed basis.
Approach	JLHA will follow CGP inspection and follow-up procedures, and apply to construction sites over 5,000 SF.
RFP Task 4.6	
Description	Maintain records of CGP site inspections. All other routine inspection reporting will be stored by the City on their building permit record database.
Approach	JLHA will store records on an electronic database accessible to the City online. The Project Team will also update and maintain a website of key program records to facilitate easy access by City staff for annual reporting and program audits. JLHA will also prepare and submit to the Regional Board quarterly reports that summarize inspection and enforcement activities at Construction NPDES Permit facilities within the City.

Table 9. Task 5 – Existing Development

RFP Task 5.1	
Description	Inspect facilities following the inspection schedule described in the DAMP and prepare inspection reports. Based on the current inventory, the City has 478 commercial facilities and 110 industrial facilities (of those 90 are potential IGP facilities*). <ul style="list-style-type: none"> a. Follow-up at non-compliant facilities. b. Enforcement actions at non-compliant facilities.
Approach	Facilities will be inspected for proper BMP implementation. Inspections follow the standard operating procedures listed in the MS4 Permit, which includes 1) inspecting facility layout to locate the storm drain system and/or stormwater drainage path, storage areas, process, areas, and heavy equipment wash and maintenance areas, and stormwater sampling locations, if applicable, 2) determining the facility’s impact on stormwater quality through proper BMP implementation and illicit discharge elimination, 3) verifying industrial classification, 4) determining the need for corrective actions and setting up a follow-up inspection dates, and 5) completing an inspection form. High, medium and low priority facilities will be inspected on the required annual, biennial, and semi-quinquennial frequencies, respectively. Follow-up inspections will be conducted within 4 weeks. For egregious or repeated cases of non-compliance, enforcement notices will be prepared following the city ordinances and NPDES Permit’s progressive enforcement requirements. If noncompliance persists, JLHA will work with City enforcement staff to resolve the issue.
RFP Task 5.2	
Description	Review monthly OC healthcare agency inspection records.

	a. Follow-up at non-compliant facilities identified by OC healthcare agency inspections as an as-needed basis.
Approach	OCHCA inspection records will be reviewed for noncompliance and follow-up inspections will be conducted within 4 weeks of receiving notification from OCHCA as-needed. For egregious or repeated cases of non-compliance, enforcement notices can be prepared following the city ordinances and NPDES Permit’s progressive enforcement requirements. If noncompliance persists, JLHA will work with City enforcement staff to resolve the issue.
RFP Task 5.3	
Description	Update facility inventory information and prioritization based on results of inspections. Enter information for any new facilities.
Approach	City records and facility records will be reviewed to update the industrial/commercial facility inventory—including all information required. Existing facility information and regulatory history prior to inspection will also be reviewed. This will also prioritizing new facilities as low, medium, or high based on threat to water quality, and reprioritizing facilities based on changing site conditions and inspection results.
RFP Task 5.4	
Description	Prepare monthly inspection letters to businesses, correspond with businesses, and schedule inspections. Correspondence with City staff on site visits and violations.
Approach	Monthly notification letters to facility operators will be prepared explaining the inspection program and its requirements. Staff will correspond with site operators and schedule inspections as-needed, discuss corrective actions required, and provide program education as-needed. The Project Team will notify with City enforcement staff on noncompliant facilities.
RFP Task 5.5	
Description	The MS4 Permit requires quarterly reports to the Regional Board of Inspection activity at facilities covered under the State Industrial General Permit.
Approach	JLHA will prepare and submit to the Regional Board quarterly reports that summarize inspection and enforcement activities at Industrial NPDES Permit facilities within the City.
RFP Task 5.6	
Description	Prepare and deliver (via mail) HOA educational materials to HOAs within the City as an as-needed basis. If the City has already conducted outreach to HOAs, this task can be disregarded.
Approach	The City participates in a cost-share agreement for select MS4 NPDES Permit implementation services with the County of Orange—the Principal Permittee under the MS4 NPDES Permit. These services, which include the development of a countywide Public Education Program, are outside the scope of work of this proposal. The development of the City’s Public Education Program, however, requires administrative oversight by the affected Permittees, including the City, as well as individual city implementation efforts. JLHA will provide this administrative oversight and implementation assistance as it applies to the City such as providing HOAs with educational material.

RFP Task 5.7	
Description	Maintain inspection records (including pictures) and update inventory/prioritization information on an electronic database with a GIS component.
Approach	JLHA will store records on an electronic database accessible to the City online. The Project Team will also update and maintain a website of key program records to facilitate easy access by City staff for annual reporting and program audits.
RFP Task 5.8	
Description	Comply with Senate Bill 205 requiring the City of La Habra to identify industrial facilities that require coverage under the Statewide General NPDES Permit for Stormwater Discharges Associated with industrial activities through business licensing. To comply with SB 205, industrial businesses must provide the following information with new business license applications or renewals: <ul style="list-style-type: none"> • Primary Standard Industrial Classification (SIC) codes • The Industrial General permit (IGP) Waste Discharge ID (WDID) number
Approach	A supplemental questionnaire will be prepared for the City to accompany each business license application. Completed supplemental questionnaires will be reviewed by staff and businesses requiring IGP coverage will be forwarded to the City. This will include preparing a notification letter for businesses that require IGP coverage. Staff will correspond with businesses regarding completed questionnaires, and SB-205 and IGP requirements and enrollment. Eligible businesses will be tracked through the State Water Resource Control Board’s SMARTS website and forwarded to the City.

Table 10. Task 6 – New Development /Significant Redevelopment

RFP Task 6.1	
Description	Review Final Water Quality Management Plans (WQMPs) and Non-Priority Projects (NPP). Review will be consistent with the consultant's current interpretation of: <ol style="list-style-type: none"> a. The MS4 Permit and the countrywide WQMP guidelines. b. Conversations with the Regional Board staff on pertinent specific or general issues. c. Conditions specifically required by the City.
Approach	Plans will be reviewed and verified for conformance with the criteria of MS4 Permit section XII.A-XII.P. Correction sheets will be provided and indicate corrections required to achieve conformance. Staff will meet and correspond with project applicants and engineers, and approve plans. Standard turn-around time for WQMP and NPP review is two weeks.
RFP Task 6.2	
Description	Inspect WQMP sites prior to occupancy to verify proper BMP installation. Inspect annually thereafter to ensure proper BMP maintenance. This includes letters to notify property owners of the initial inspection and of any corrective actions required.
Approach	BMP verification and maintenance inspections will include verifying the proper construction and installation of BMPs, and proper operation and maintenance of

	BMPs, respectively. Staff will be available to conduct inspections upon receiving notice from the city to inspect and availability of records and plans. Follow-up activities will be conducted at non-compliant projects. This includes activities related to the detection of BMPs that are improperly constructed, installed, or maintained. This may include follow-up inspections, corresponding with the WQMP BMP owner/operator, and issuing enforcement actions. Existing WQMP sites will also be notified of maintenance requirements via notification letters and correspondence with owners and operators of WQMP BMPs as-needed.
RFP Task 6.3	
Description	Maintain a list of on-going and approved projects accompanied by a list of approved treatment BMPs.
Approach	JLHA will store records on an electronic database accessible to the City online. The Project Team will also update and maintain a website of key program records to facilitate easy access by City staff for annual reporting and program audits.
RFP Task 6.4	
Description	Attend meetings with City staff and applicants as needed. Coordinate with various departments.
Approach	Staff will meet, correspond and coordinate with City staff and departments, project applicants and engineers, as needed.
RFP Task 6.5	
Description	Review and approve building plans and DRC submittal for compliance with NPDES program i.e. trash enclosure.
Approach	Plans will be reviewed and approved for conformance with the criteria of MS4 Permit section XII.A-XII.P. Correction sheets will be provided and indicate corrections required to achieve conformance. Staff will meet and correspond with project applicants and engineers, and approve plans. Staff is also available to meet with the DRC and attend DRC meetings. Standard turn-around time for review is two weeks.

Table 11. Task 7 – Database Management

RFP Task 7.1	
Description	The Project Manager is intimately familiar with the prescriptive database requirements of the MS4 Permit (and the DAMP). In 2010, he built a commercial/construction/ID/IC database tailored to comply with these requirements that is now used by six cities in North Orange County. The database has satisfied state auditors twice (La Habra and Stanton audits). This same database will be used unless otherwise directed by the City. The consultant will need to review the City's current database for field program/field facilities and WQMP verification inspections. Recommendations for database management may be made.
Approach	JLHA will store records on an electronic database accessible to the City online. The Project Team will also update and maintain a website of key program records to facilitate easy access by City staff for annual reporting and program audits.

EXHIBIT "B"
COMPENSATION RATES AND CHARGES

VI. Fee Proposal

A. 2020 Rate Schedule

Principal	\$195 / hour
Director	\$175 / hour
Program Manager	\$175 / hour
Staff Engineer	\$175 / hour
Project Manager	\$165 / hour
Assistant Project Manager	\$155 / hour
Project Engineer	\$155 / hour
Compliance Specialist II	\$125 / hour
Project Analyst II	\$125 / hour
Industrial/commercial facility inspection	\$125 / unit
Compliance Specialist I	\$115 / hour
Project Analyst I	\$115 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$75 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

B. Estimated Not to Exceed Fee

Tables 12 and 13 list the estimated not to exceed costs of providing knowledgeable personnel on a time and materials basis to provide these services.

Table 12. Estimated Annual Costs for MS4 NPDES Programs Services

RFP Task Name	Team*	Rate	Hours	Cost	Totals
1. Program Management and Development					\$29,460
1.1 Program Updates and Office Hours	PM	\$165	32	\$5,280	
1.2 Database Management	PM	\$165	18	\$2,970	
1.3 Client Representation	PM	\$165	22	\$3,630	
1.4 Additional Services	PM	\$165	42	\$6,930	
1.5 General Public Education assistance	PM	\$165	28	\$4,620	
1.6 General TMDL assistance	PM	\$165	12	\$1,980	
1.6 Statewide Trash Amendments implementation	Lump Sum Estimate			\$4,050	
2. Assist with Municipal Activities Program					\$2,960
2.1 Inventory and prioritize municipal facilities	CS1	\$115	8	\$920	
2.2 Inspect municipal facilities	CS1	\$115	12	\$1,380	
2.3 Integrated Pest Management assistance	PM	\$165	4	\$660	
3. Illicit Discharges and Illicit Connections					\$2,070
3.1 Investigate illicit discharges	CS1	\$115	14	\$1,610	
3.2 Enforce cases of non-compliance	CS1	\$115	4	\$460	
4. Construction Program					\$8,420
4.1 Inventory construction sites	CS1	\$115	4	\$460	
4.2 Inspection Forms	CS1	\$115	2	\$230	
4.3 Review Construction SWPPPs	PM	\$165	12	\$1,980	
4.4 Inspect ≥1 acre sites	CS1	\$115	10	\$1,150	
4.5 Inspect ≥5,000 sf sites	CS1	\$115	36	\$4,140	
4.6 Record keeping	CS1	\$115	4	\$460	
5. Existing Development					\$20,440
5.1 Inspect critical facilities; enforce at noncompliant facilities	CS1	\$115	110	\$12,650	
5.2 Track and inspect OCHCA noncompliant facilities	CS1	\$115	12	\$1,380	
5.3 Track and prioritize critical facilities	CS1	\$115	10	\$1,150	
5.4 Educate facility operators	CS1	\$115	6	\$690	
5.5 Quarterly Reports	PA2	\$125	4	\$500	
5.6 HOA/CIA Outreach	CS1	\$115	4	\$460	
5.7 Record keeping	CS1	\$115	14	\$1,610	
5.8 General SB205 assistance	PA2	\$125	16	\$2,000	
6. New Development/Significant Redevelopment					\$36,630
6.1 WQMP Plan review	PE	\$165	108	\$17,820	
6.2 WQMP BMP inspections	PE	\$165	30	\$4,950	
6.3 Record keeping	PE	\$165	24	\$3,960	
6.4 Coordination & Meetings	PE	\$165	20	\$3,300	
6.5 Building Plan and DRC review	PE	\$165	40	\$6,600	
7. Database Management (costs incorporated into Task 1)					\$0
7. Manage database (costs incorporated into Task 1)	--	--	--	--	
Total					\$99,980

*CS1: Compliance Specialist 1, PA2: Project Analyst 2, PE: Project Engineer, PM: Project Manager

Table 13. Estimated Summary Costs for MS4 NPDES Programs Services

RFP Task Name	Totals
1. Program Management and Development	\$29,460
2. Assist with Municipal Activities Program	\$2,960
3. Illicit Discharges and Illicit Connections	\$2,070
4. Construction Program	\$8,420
5. Existing Development	\$20,440
6. New Development/Significant Redevelopment	\$36,630
7. Database Management	\$0
Total for 1 Year	\$99,980
Total for 5 Years (from May 2020 - June 2025)	\$499,900



JOHNLHU-01

KMALDONADO

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
4/13/2020

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 Commercial Lines 40 East Alamar Avenue Santa Barbara, CA 93105	CONTACT NAME: Monica Pisenti PHONE (A/C, No, Ext): (877) 825-2681 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: cal.cpu@hubinternational.com												
INSURER(S) AFFORDING COVERAGE													
INSURED John L. Hunter and Associates 6131 Orangethorpe Ave., Ste 300 Buena Park, CA 90620	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Homeland Insurance Company of New York</td> <td style="width: 20%;">NAIC # 34452</td> </tr> <tr> <td>INSURER B: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Homeland Insurance Company of New York	NAIC # 34452	INSURER B: Ohio Security Insurance Company	24082	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Homeland Insurance Company of New York	NAIC # 34452												
INSURER B: Ohio Security Insurance Company	24082												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		7930014850006	8/5/2019	8/5/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS56481924	4/23/2020	4/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7930014860006	8/5/2019	8/5/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof Liability			7930014850006	8/5/2019	8/5/2020	Ded- \$2,500 each clm 2,000,000
A	General Liability			7930014850006	8/5/2019	8/5/2020	Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of La Habra is included as an additional insured under the general liability policy, additional insured coverage applies when required by written contract per the attached form #OBENV GE 304 (02 11).

CERTIFICATE HOLDER**CANCELLATION**

City of La Habra Attn: Cesar Rangel 201 E. La Habra Blvd. La Habra, CA 90631	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations:
<p>Any person or organization that the "Named Insured" agreed to add as an additional insured in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement.</p>	<p>Any location, and completed operations at such location, where required by the written contract or written agreement between the Named Insured and the person or organization qualifying as an additional insured under this endorsement.</p>

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

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE above performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.