

AGREEMENT BIBLIOGRAPHY

Name of Firm:	Merchants Building Maintenance LLC
Service Provided:	Labor, materials and equipment for full custodial maintenance services – first floor only at the Housing Authority, city jail facility, six police substations, Buena Clinton Family resource center and 10151 Garden Grove Blvd.
Date Approved:	08 11 2010
Start Date:	08 11 2010
End Date:	08 11 2013
Amount of Contract:	\$152,491.08 Amendment No. 1 for price increase of \$9,087.12
Comments:	Economic Development
Insurance Expiration:	06/01/11
Date Archived:	



**CITY OF GARDEN GROVE
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

August 11, 2010

Merchants Building Maintenance, LLC
1639 E. Edinger Avenue, Suite C
Santa Ana, CA 92705

Enclosed is a copy of Amendment No. 1 of the Agreement by and between the City of Garden Grove and Merchants Building Maintenance, LLC to furnish all labor, materials and equipment for full custodial maintenance services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Station, and the Buena Clinton Family Resource Center to include an additional location at 10151 Garden Grove Boulevard in Garden Grove, California.

Sincerely,

Kathleen Bailor
City Clerk


By: Teresa Pomeroy
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works
Economic Development

William J. Dalton
Mayor
Steven R. Jones
Mayor Pro Tem
Dina Nguyen
Council Member
Bruce A. Broadwater
Council Member
Andrew Do
Council Member

CITY OF GARDEN GROVE

AMENDMENT NO. 1

To: Furnish all labor, materials and equipment to provide full Custodial Maintenance Services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Stations, and the Buena Clinton Family Resource Center in Garden Grove, CA.

This Amendment No. 1 to Furnish all labor, materials and equipment to provide full Custodial Maintenance Services at the City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Stations, and the Buena Clinton Family Resource Center in Garden Grove, CA., is made and entered into this 11th day of August 2010, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Merchants Building Maintenance, LLC.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. 10-2860 effective April 27, 2010.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 3.0. COMPENSATION - shall be revised as follows:

The contract Price is hereby increased from \$143,403.96 to a new Firm Fixed Price of \$152,491.08. This is an increase of \$9,087.12 to cover an additional location, which is located at 10151 Garden Grove Blvd., Garden Grove, CA., for a thirty six month period, per Attachment A, which is hereby incorporated by reference.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: *John R. [Signature]*
City Manager

ATTESTED:

Kathleen Baiter
City Clerk

Date: *July August 12, 2010*

"CONTRACTOR"
Merchants Building Maintenance, LLC

By: *David A. [Signature]*

Name: *David Haas*

Title: *President*

Date: *7/13/10*

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

APPROVED AS TO FORM:

Oliver Sandoval, Jr.
Garden Grove City Attorney

7-29-10
Date

ATTACHMENT "A"

merchants building maintenance, LLC



June 29, 2010

Sherry Oslund
City of Garden Grove
11222 Acacia
Garden Grove Ca, 92842

Re: 10151 Garden Grove

Dear Ms. Oslund,
Thank you for allowing Merchants Building Maintenance the opportunity to supply the following proposal, cleaning of two (2) restrooms and restocking supply twice per week.
Monthly price:

> Price- \$252.42

Should you have any questions or require further information please feel free to give me a call at (714) 973-9272, Fax (714) 973-2124.

Sincerely,

George Rodriguez
Branch Manager
Merchants Building Maintenance

Approved by  Date 06-29-10

1639 E. Edinger Avenue Suite C Santa Ana, CA 92705 714-973-9272 Fax 714-973-2124



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2010

PRODUCER Bolton & Company 245 S. Los Robles Ave., Suite 105 Pasadena, CA 91102		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
0008309 www.boltonco.com	(626) 799-7000 626-583-2125	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Merchants Building Maintenance 1190 Monterey Pass Road Monterey Park CA 91754		INSURER A: Travelers Property & Casualty <i>At, XV</i>	
		INSURER B: Midwest Employers Casualty Company <i>At, XV</i>	
		INSURER C: Twin City Fire Insurance Company <i>A, XV</i>	
		INSURER D: Federal Insurance Company <i>Att, XV</i>	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6308043N684TIL10	6/1/2010	6/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	810329D1831TIL10	6/1/2010	6/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<input checked="" type="checkbox"/>	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 0	CUP8043N684TIL10	6/1/2010	6/1/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	EWC008280 Excess WC (CA) 72WETZ9456 Out of State	3/1/2010 1/1/2010	3/1/2011 1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/>	OTHER Employee Theft / Forgery	81585028	6/1/2010	6/1/2011	Limit \$1 MIL/Ded. \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Workers Comp is Self-Insured under California Certificate of Consent to Self Insure #1793 for California operations. Blanket GL Additional Insured per form CGD246 0805 attached, only if required by written contract. Auto Additional Insured per CA 2048 0299 attached. GL Primary Wording applies per CGD037 04/05 attached. Job: #33578, The City of Garden Grove Housing Authority, first floor only, City Jail Facility, Six Police Sub-Stations, and the Buena Clinton Family Resource Center in Garden Grove, CA - RFP #S-1056. Additional Insured(s): City of Garden Grove, its officers, officials, employees, agents, and volunteers.

CERTIFICATE HOLDER

MBM CA, #33578

 City of Garden Grove
 Attn: Sandy Segawa
 11222 Acacia Parkway, P.O. Box 3070
 Garden Grove, CA 92842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

Cheryl Feia

8-10-10 Heidi M. Jay
 Risk Management



IMPORTANT

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

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

DISCLAIMER

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

6308043N684TIL10

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.



COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



POLICY NUMBER: 810329D1831TIL10

COMMERCIAL AUTO
ISSUE DATE: - -
6/1/2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

City of Garden Grove
A/I Cont.: its officers, officials, employees, agents, and volunteers, as required by written contract.

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

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

Reviewed and approved as to insurance language and/or requirements.

8-10-10 *Heidi M. Jay*
Risk Management



6308043N684TIL10

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

Revised and approved as to insurance language and/or requirements.

8-10-10 *Heidi M. Jay*
Risk Management

CG D0 37 04 05

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Page 1 of 1



From:
 Bolton & Company
 245 S. Los Robles Ave., Suite 105
 Pasadena, CA 91102
 626-583-2125
 0008309
 (626) 799-7000
 www.boltonco.com

FAX DOCUMENT

Certificate of Insurance Delivery by **ecertsonline™**

To:
 City of Garden Grove
 Attn: Sandy Segawa
 11222 Acacia Parkway, P.O. Box 3070
 Garden Grove, CA 92842

From: Bolton Certificate Processing

Subject: Certificate of Liability: Merchants Building Maintenance

Date: 7/26/2010

Delivery Via: FAX 17147415205

No. of Pages: 7

Below is the link to the requested certificate of insurance for the insured in the subject above. Please click on the link to view or print the certificate. If you are receiving this by fax, the certificate is attached.

The certificate was created in eCertsOnline and is in PDF format. You need to have Adobe Acrobat Reader installed on your system to view the certificate. To download the Adobe Reader for free, please visit www.Adobe.com.

If you have any questions on the certificate, please contact Bolton & Company at 626-799-7000.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.