

## AGREEMENT BIBLIOGRAPHY

Agreement With:	Merchants Building Maintenance LLC
Agreement Type:	Custodial Maintenance
Date Approved:	08 12 2013
Start Date:	05 21 2013
End Date:	05 20 2014
Contract Amount:	\$44,595.36
Comments:	Amendment No. 2 Public Works
Insurance Expiration:	03 01 2014
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.*

Bruce A. Broadwater  
Mayor

Dina Nguyen  
Mayor Pro Tem

Steven R. Jones  
Council Member

Christopher V. Phan  
Council Member

Kris Beard  
Council Member

August 13, 2013

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

Enclosed is a copy of Amendment No. 2 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, CMC  
City Clerk

  
By: Teresa Pomeroy, CMC  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Public Works

**CITY OF GARDEN GROVE**

**AMENDMENT NO. 2**

**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, the Buena Clinton Family Resource Center and 10151 Garden Grove Blvd. in Garden Grove, CA.**

This Amendment No. 2 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, the Buena Clinton Family Resource Center and 10151 Garden Grove Blvd. in Garden Grove, CA., is made and entered into this 12<sup>th</sup> day of August 2013, 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 1: Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from May 21, 2013 to May 20, 2014.

Section 3.0. COMPENSATION - shall be revised as follows:

The contract Price is hereby increased from \$152,491.08 to a new Firm Fixed Price of \$197,086.44. This is an increase of \$44,595.36 to cover the first option year.

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. 2 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 8-12-13

**"CITY"**  
**CITY OF GARDEN GROVE**

By:   
City Manager

**ATTESTED:**

  
City Clerk

Date: 8/12/2013

**"CONTRACTOR"**  
**Merchants Building Maintenance, LLC**

By: 

Name: Theodore Haas

Title: chair man

Date: 6/28/13

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:**

  
Garden Grove City Attorney

7/7/13  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2013

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 Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309 <i>Nancy Cadwallader</i> <i>626-535-1433</i> <i>ncadwallader@boltonco.com</i>		CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): 626-583-2125 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Merchants Building Maintenance LLC 1190 Monterey Pass Road Monterey Park CA 91754		INSURER A: Liberty Mutual Fire Insurance Company (A XV) 23035 INSURER B: Safety National Casualty Corporation (A XI) 15105 INSURER C: Federal Insurance Company (A++XV) 20281 INSURER D: Liberty Insurance Corporation (A XV) 42404 INSURER E: Travelers Property Casualty Co of America (A+XV) 25674 INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 17246207


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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		YV2Z91460659033	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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	<input checked="" type="checkbox"/>		AS2Z91460659023	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			TH7Z91460659043	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B E	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"/>	<input type="checkbox"/>	SP4048488 Excess WC (CA) PJUB598M601013 (AOS)	4/24/2013 1/1/2013	4/24/2014 1/1/2014	<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
C A	Employee Theft / Forgery Rented Equipment			81585028 YV2Z91460659033	6/1/2013 3/1/2013	6/1/2014 3/1/2014	Limit \$1 MIL/Ded. \$25,000 Limit: \$40,000/item; Ded. \$2,500

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

Workers Comp is Self-Insured under California Certificate of Consent to Self Insure #1793 for California operations.  
 Blanket GL Additional Insured per form LG 10 17 09 07 attached, only if required by written contract.  
 Auto Additional Insured per CA 2048 0299 attached. GL Primary Wording applies per LG10170907 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. Additional Insured(s): City of Garden Grove, its officers, officials, employees, agents, and volunteers.


<b>CERTIFICATE HOLDER</b> MBM CA, #33578 City of Garden Grove Attn: Sandy Segawa 11222 Acacia Parkway, P.O. Box 3070 Garden Grove, CA 92842	<b>CANCELLATION</b> 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  Cheryl Feia
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ACORD 25 (2010/05)

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CERT NO.: 17246207 CLIENT CODE: MERCH-1 Nancy Cadwallader 8/7/2013 11:55:04 AM Page 1 of 4

  
 Heidi M. Jay  
 Risk Management  
 8-7-13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. Section II - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

**B. Waiver Of Subrogation**

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

**C. Exclusions**

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

This insurance does not apply:

1. to "bodily injury", "property damage" 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; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.

3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

**D. Other Insurance**

Subject to the exclusions above, this insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$ n/a  
Effective Date 03/01/2013 Expiration Date 03/01/2014  
For attachment to Policy No. YV2-Z91-460659-033 ✓  
Audit Basis

Issued To Merchants Building Maintenance Company

Countersigned by

*Dexter R. Lann* *David McJannet*  
SECRETARY PRESIDENT  
*Chris E. Stein*  
Authorized Representative

Issued

Sales Office and No.

End. Serial No.

LG 10 17 09 07

Page 2 of 2

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):

Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured.

(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.

Policy No: AS2-Z91-460659-023 ✓  
Effective Date: 03/01/2013  
Expiration Date: 03/01/2014  
Sales Office: 0600

Issued By: Liberty Mutual Fire Insurance Co.

CA 20 48 02 99

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Page 1 of 1

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

*Heidi M. Jay*  
Risk Management  
8-7-13