

AGREEMENT BIBLIOGRAPHY

Agreement With:	Merchants Building Maintenance, LLC
Agreement Type:	Custodial maintenance services
Date Approved:	03 11 2014
Start Date:	03 11 2014
End Date:	05 20 2015
Contract Amount:	\$109,595.36
Comments:	Amendment No. 3 Public Works
Insurance Expiration:	03 01 2015
Date Archived:	ARCHIVED 08/29/2014



**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

March 24, 2014

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

Enclosed is a copy of Amendment No. 3 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.

Amendment No. 3 was approved by the City Council at their meeting held on March 11, 2014.

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. 3

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. 3 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 17th day of March 2014, 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 through May 20, 2015, the final option year.

Section 3.0. COMPENSATION - shall be revised as follows:

The contract Price is hereby increased from \$197,086.44 to a new Firm Fixed Price of \$306,681.80. This is an increase of \$109,595.36 to cover the last option year \$44,595.36 plus an additional \$65,000.00 to cover unforeseen costs at the City's jail facility.

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

Date: 3-19-14

"CITY"
CITY OF GARDEN GROVE

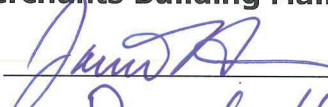
By: 
City Manager

ATTESTED:


City Clerk

Date: March 24, 2014

"CONTRACTOR"
Merchants Building Maintenance, LLC

By: 
Name: David Haas
Title: President
Date: 2/25/14

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

3/1/14
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2014

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		CONTACT NAME: PHONE (A/C No., Ext): (626) 799-7000 FAX (A/C No.): 626-583-2125 E-MAIL: ADDRESS:	
INSURED Merchants Building Maintenance LLC 1190 Monterey Pass Road Monterey Park CA 91754		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Liberty Mutual Fire Insurance Company (A XV) 23035 <i>A 15</i> INSURER B: Safety National Casualty Corporation (A XI) 15105 <i>A 11</i> INSURER C: Federal Insurance Company (A++XV) 20281 <i>A +715</i> INSURER D: Liberty Insurance Corporation (A XV) 42404 <i>A 15</i> INSURER E: Employers Insurance Company of Wausau (A XV) 21458 <i>A 15</i> INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19521595 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		TB2Z91460659064 ✓	3/1/2014	3/1/2015	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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		AS2Z91460659024 ✓	3/1/2014	3/1/2015	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0			TH7Z91460659044	3/1/2014	3/1/2015	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 Y/N N/A			SP4048488 Excess WC (CA) WCCZ99460659054 (AOS)	4/24/2013 1/1/2014	4/24/2014 1/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	Employee Theft /Forgery Rented Equipment			81585028 YM2Z91460659074	6/1/2013 3/1/2014	6/1/2014 3/1/2015	Limit \$1 MIL/Ded. \$25,000 Limit: \$40,000/item; Ded. \$2,500 ✓

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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 CA2048 attached. GL Primary Wording applies. Job: #33578, City of Garden Grove Housing Authority and WIA offices, 11277 Garden Grove Boulevard, first floor only, Garden Grove, CA. Additional Insured(s): City of Garden Grove, its officers, officials, employees, agents and volunteers. Cancellation provisions per the attached forms.

CERTIFICATE HOLDER MBM CA, #33578 City of Garden Grove 11222 Acacia Parkway, P.O. Box 3070 Garden Grove, CA 92842	Reviewed and approved as to insurance language and/or requirements. <i>Cheryl Feia</i> Risk Management	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cheryl E. Feia</i> Cheryl Feia
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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," "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.

LG 10 17 09 07

Page 1 of 2

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 3/1/2014 Expiration Date 3/1/2015
For attachment to Policy No. TB2Z91460659064 ✓
Audit Basis

Issued To Merchants Building Maintenance Company

Dexter R. Lapp *David M. Long*
SECRETARY PRESIDENT
Chew E. Stein
Authorized Representative

Countersigned by

Issued

Sales Office and No.

Incl. Serial No.

LG 10 17 09 07

Page 2 of 2

Reviewed and approved as to insurance language
and/or requirements.
Mary Kelley 3-18-14
Risk Management

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 "insured" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 3/1/2014	Countersigned By: (Authorized Representative)
Named Insured: Merchants Building Maintenance LLC	

SCHEDULE

Name of Person(s) or Organization(s): City of Garden Grove, its officers, officials, employees, agents and volunteers
--

(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.
Mary Kelly 3-18-14
Risk Management

AS2Z91460659024 ✓

XXI. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A. 2. of the COMMON POLICY CONDITIONS is changed to:
 - ✓ 2. We may cancel or non-renew this policy, by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. for reasons of non-payment, the greater of:
 - (1) 10 days, or
 - (2) the number of days specified in any other Cancellation Condition attached to this policy; or
 - b. for reasons other than non-payment, the greater of:
 - (1) 60 days,
 - (2) the number of days shown in the Cancellation and Non-renewal Schedule, or
 - (3) the number of days specified in any other Cancellation Condition attached to this policy,
- prior to the effective date of the cancellation or non-renewal.
- B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXII. LOAN/LEASE PAYOFF COVERAGE

The following is added to Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a "total loss" to a covered "auto" of the "private passenger type" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:

- 1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy, and
- 2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto"

AC 84 07 95 09

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Reviewed and approved as to insurance language and/or requirements.
Mary Shelley 3-18-14
Risk Management

TB2Z91460659064 ✓

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File with The Company:	Per Schedule on File with The Company:	30 days
City of Garden Grove, its officers	officials, employees, agents and volunteers 11222 Acacia Parkway Garden, Grove, CA 92842	

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LHA 99 01 05 11

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Page 1 of 1

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

Mary O. Deley 37874
Risk Management

unreasonably refuse to settle any claim which, in the exercise of sound judgment with respect to the entire claim, should be settled, provided, however, that the EMPLOYER shall not make any payment or agree to any settlement for any sum which would involve the limits of the CORPORATION's liability hereunder without the approval of the CORPORATION.

If the CORPORATION is prejudiced by the EMPLOYER's failure to exercise diligence, prudence, and good faith, the CORPORATION may elect to disclaim coverage for Loss from such claim.

L. Inspection and Audit

The CORPORATION shall have the right, but not the obligation, to inspect the premises and equipment and/or to audit the books and records of the EMPLOYER and of its agents and representatives, including all records relating to payroll and claims matters, at any reasonable time during the period of this Agreement and within three (3) years after final settlement of all claims due to Occurrences happening during the term of this Agreement. An audit to determine Manual or Standard Premium shall supersede any and all prior voluntary payroll reports by the EMPLOYER, and will be used to determine the final adjustment of premiums due to the CORPORATION. Should a determination be made that additional audit premium is due to the CORPORATION, the due date for payment of such audit premium shall be thirty (30) days after the date of billing.

M. Other Insurance

If the EMPLOYER carries other valid and collectible insurance, reinsurance, or indemnity with any other insurer or reinsurer covering a Loss also covered by this Agreement (other than insurance or reinsurance that is purchased to apply in excess of the sum of the Self-Insured Retention and the Maximum Limits of Indemnity hereunder), the insurance afforded by this Agreement shall apply in excess of and shall not contribute with such other insurance or reinsurance.

N. Recovery from Others

The EMPLOYER agrees to prosecute any and all valid claims the EMPLOYER may have against any other party or source that may mitigate any Loss under this Agreement and return to the CORPORATION any amount so recovered, less the reasonable expense of collecting such amounts.

The CORPORATION shall have the EMPLOYER's rights to prosecute any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. The EMPLOYER agrees that it will assist the CORPORATION in any prosecution of any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. Any amounts recovered by the EMPLOYER or the CORPORATION from any party or source that may mitigate any Loss under this Agreement shall first be used to pay the expenses of collection and to reimburse the CORPORATION for any amount it may have paid the EMPLOYER for the Liability Period concerned, and all

remaining amounts collected shall be paid to the EMPLOYER.

O. Change in Agreement

No condition, provision, or declaration of this Agreement shall be waived or altered at any time, except as specified in Section F, except by endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION.

This Agreement hereby terminates, supersedes, and replaces all previously issued Workers' Compensation Insurance or Reinsurance Agreements, as amended, between the EMPLOYER and the CORPORATION.

If terms of this Agreement are in conflict with any law applicable to this Agreement, this statement amends this Agreement to conform to such law. In addition, in the event any terms are in conflict with applicable laws, the remaining terms of the Agreement shall be enforceable.

P. Cancellation

This Agreement may be cancelled by either party giving the other party written notice not less than sixty (60) days prior to the date of cancellation, except, that if the CORPORATION cancels for non-payment of any premium, the cancellation shall become effective ten (10) days after dispatch of notice by the CORPORATION. The date of cancellation then becomes the termination date of the final Liability Period. This Agreement does not apply to Loss as a result of Occurrences taking place after the effective date of such cancellation.

If cancellation is effected by the EMPLOYER, the Manual or Standard Premium shall be determined by the short rate tables used for casualty insurance, and the Earned Premium shall be the product of the Premium Rate (Item 9) times the Manual or Standard Premium (or the Total Annual Remuneration) so arrived at, but not less than the Minimum Premium specified in the Declarations.

If cancellation is effected by the CORPORATION for non-payment of premium, the EMPLOYER shall pay the CORPORATION Earned Premium for the period up to the date of cancellation.

If the CORPORATION cancels for any other reason, the Manual or Standard Premium (or the Total Annual Remuneration) shall be determined upon a pro rata basis and the Earned Premium adjusted in accordance therewith.

Q. Assignment

An assignment of interest under this Agreement will not bind the CORPORATION unless an endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION assigning interest under this Agreement is issued by the CORPORATION.

R. Bankruptcy or Insolvency of Employer

The bankruptcy or insolvency of the EMPLOYER will not relieve the CORPORATION or the EMPLOYER of its duties and liabilities under this Agreement. After payments have

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

Mary J. Willey 3-18-14
Risk Management



SELF-INSURANCE CERTIFICATION

Merchants is one of the few janitorial services in California large enough to self-insure our workers compensation insurance. Because of our size and financial strength, we are able to be more cost-effective for our customers.

STATE OF CALIFORNIA

Pete Wilson, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
SELF-INSURANCE PLANS
2265 Watt Avenue, Suite 1
Sacramento, CA 95825
Phone No. (916) 483-3392
FAX (916) 483-1535



CERTIFICATION OF SELF-INSURANCE OF WORKERS COMPENSATION

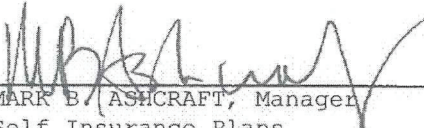
TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 1793 was issued by the Director of Industrial Relations to:

MERCHANTS BUILDING MAINTENANCE COMPANY

under the provisions of Section 3700, Labor Code of California, on November 4, 1976. The Certificate is now and has been in full force and effective since that date.

Dated at Sacramento, California
This 9th day of June, 1998



MARK B. ASHCRAFT, Manager
Self Insurance Plans

/ah

Orig: THEODORE HAAS
PRESIDENT
MERCHANTS BUILDING MAINTENANCE
1190 MONTEREY PASS ROAD
MONTEREY PARK, CA 91754

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



Risk Management

NUMBER 1793-ZC

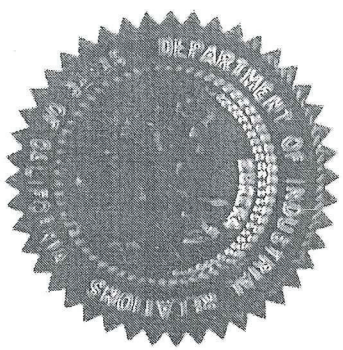
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

MERCHANTS BUILDING MAINTENANCE, LLC (a CA corporation)
Affiliate of Merchants Building Maintenance Company

THIS IS TO CERTIFY, That
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown. *



EFFECTIVE:
THE 1st DAY OF January, 1996

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA
Stephen J. Smith
STEPHEN J. SMITH
DIRECTOR

Mark B. Ashcraft
MARK B. ASHCRAFT
MANAGER

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance, Supercedes Affiliate Certificate of Consent to Self-Insure No. 1793-ZC, previously issued to Merchants Building Maintenance of California, LLC



Reviewed and approved as to insurance language
and/or requirements.
Mary O'Leary 384
Risk Management

AMENDMENT NO. 3 TO THE AGREEMENT WITH MERCHANTS BUILDING
MAINTENANCE LLC FOR CUSTODIAL SERVICES (F: 55-Merchants Building
Maintenance LLC)

Council Member Phan pulled this item for separate discussion.

It was moved by Council Member Phan, seconded by Council Member Nguyen that:

Amendment No. 3 to the Contract with Merchants Building Maintenance LLC for custodial services, at a cost of \$65,000, be approved.

The motion carried by a 5-0 vote as follows:

Ayes:	(5)	Beard, Broadwater, Jones, Nguyen, Phan
Noes:	(0)	None
Absent:	(0)	None

City of Garden Grove
INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept: City Manager
Subject: APPROVAL OF AMENDMENT NO. 3
TO THE CONTRACT WITH
MERCHANTS BUILDING
MAINTENANCE LLC FOR CUSTODIAL
SERVICES

From: William E. Murray
Dept: Public Works
Date: March 11, 2014

OBJECTIVE

For City Council to approve Amendment No. 3 to the contract with Merchants Building Maintenance for custodial services.

BACKGROUND/DISCUSSION

In April 2010, City Council approved a contract with Merchants Building Maintenance, LLC, to provide custodial services at the City's jail facility, police substations, and the Housing Authority building. The approved contract was for a period of three (3) years with an option to extend the contract for two (2) years, for a total of five (5) years, in a full amount of \$126,767. Due to additional service needs in the City's jail, the total contract amount has been exhausted. Staff is requesting City Council's approval of Amendment No. 3 to increase the cost for an additional \$65,000 to complete the contract term.

FINANCIAL IMPACT

The cost to continue the contract with Merchants Building Maintenance is \$65,000. The funds will be paid from Jail Services (Pkg. 6890). There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:


- Approve Amendment No. 3 to the Contract with Merchants Building Maintenance LLC for custodial services at a cost of \$65,000.


WILLIAM E. MURRAY, P.E.
Public Works Director

By: Ron Meislahn
Facilities Manager

Attachment : Amendment No. 3

Recommended for Approval


Matthew Fertal
City Manager