

## AGREEMENT BIBLIOGRAPHY

Agreement With:	CleanStreet, Inc.
Agreement Type:	Street sweeping services
Date Approved:	11 05 2016
Start Date:	02 01 2017
End Date:	01 31 2019
Contract Amount:	\$1,543,222.40
Comments	File No. 55 Amendment No. 1 Public Works
Insurance Expiration:	04 01 2017
Date Archived:	<b>ARCHIVED 12/12/2016</b>



**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.*

Bao Nguyen  
Mayor

Steven R. Jones  
Mayor Pro Tem

Christopher V. Phan  
Council Member

Phat Bui  
Council Member

Kris Beard  
Council Member

December 7, 2016

CleanStreet, Inc.  
1937 West 169th Street  
Gardena, CA 90247

Attention: Jere Costello, President

Enclosed is a copy of Amendment No. 1 to the Agreement by and between the City of Garden Grove and CleanStreet, Inc. for the provision of street sweeping services.

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. 1**

**To:** Furnish All Labor, Materials, Traffic Control, Equipment And Transportation, Be Responsible For Locating Dump Sites, Do All Work Required For Proper Removal And Disposal Of Debris From City Of Garden Grove Public Right of Ways.

This Amendment No. 1 to Furnish All Labor, Materials, Traffic Control, Equipment And Transportation, Be Responsible For Locating Dump Sites, Do All Work Required For Proper Removal And Disposal Of Debris From City Of Garden Grove Public Right of Ways is made and entered into this 5<sup>th</sup> day of November 2016, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **CleanStreet**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **152337** effective **December 1, 2014**.

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 **February 1, 2017 to January 31, 2019**.

Section 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$1,543,222.40 to a new Firm Fixed Price of \$3,086,444.80. This is an increase of \$1,543,222.40 to cover the first two-year option period.

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: 12/5/16

**"CITY"  
CITY OF GARDEN GROVE**

By:   
City Manager

**ATTESTED:**

  
City Clerk

Date: 12/5/2016

**"CONTRACTOR"  
CleanStreet**

By: 

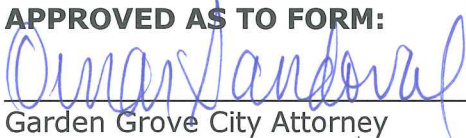
Name: Jere Costello

Title: Resident

Date: November 17, 2016

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

11-22-16  
Date



CLEAINC-01

CDELATOR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 License # 0D28764 Orion Risk Management Insurance Services, Inc. 1800 Quail Street, Suite 110 Newport Beach, CA 92660	CONTACT NAME: Caesar De La Torre	
	PHONE (A/C, No, Ext): (949) 263-8850	FAX (A/C, No): (949) 263-8860
E-MAIL ADDRESS: cdelaatorre@orionrisk.com		
INSURED Jennie Gamboa-Moran CleanStreet, Inc. 1937 West 169th Street Gardena, CA 90247 jgmoran@CleanStreet.com	INSURER(S) AFFORDING COVERAGE A, XIII NAIC #	
	INSURER A: United States Fire Insurance Company	21113
	INSURER B: Alaska National Insurance Company A IX	38733
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 2

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 X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		5068845657 <i>Reviewed and approved as to insurance language under requirements.</i> <i>Heidi M. Jay Risk Management 12-2-16</i>	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A X	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	X		5068845657	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		5238039474	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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	16DWS08875	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Garden Grove (Certificate Holder), its Officers, Officials, Agents, Employees and volunteers are included as additional insured as respects general liability and auto liability per the terms and conditions of the attached endorsements and as required by written contract.  
General Liability coverage provided is primary and non-contributory per the terms of the attached endorsement. Excess Liability "follows form" of scheduled underlying policies. 30 Day notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Caesar De La Torre</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p><b>ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.</b></p>	<p><b>PER CONTRACT</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ADDITIONAL INSURED SHALL BE PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTING WITH THE COVERAGE PROVIDED UNDER THIS POLICY.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Reviewed and approved as to insurance language and/or requirements  
*Heidi M. Jay*  
 Risk Management  
 12-2-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, its Officers, Officials, Agents, Employees and volunteers	PER CONTRACT

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Reviewed and approved as to insurance language  
and/or requirements.  
*Heidi M. Jay*  
Risk Management  
12-2-16

Policy Number: 506-8845657

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

**ADDITIONAL INSURED – PRIMARY AND  
NONCONTRIBUTORY – AMENDMENT OF OTHER  
INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4.a. of **SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary to and noncontributory with any other insurance available to the additional insured.

All other terms and conditions remain unchanged.

Reviewed and approved as to insurance language  
and/or requirements

*Heidi M. Jay*  
Risk Management  
12-2-16



# ORION

RISK MANAGEMENT

March 31, 2016

Re: CleanStreet  
Notice of Cancellation

To Whom It May Concern:

As a service to our valued client, Orion Risk Management will provide at least thirty (30) days notice of cancellation to the certificate holder listed on the Acord 25 certificate of insurance should any of the policies described in the attached certificate be 1) cancelled by the insured, other than for non-payment of premium (ten (10) days notice of cancellation for non-payment/non-reporting), and 2) cancelled more than 30 days prior to the expiration date of the policy (if such cancellation occurs less than 30 days prior to expiration, Orion will provide as much prior notice as practicable).

If notice is mailed, proof of mailing notice to the certificate holder to the postal mailing address shown in the schedule will be sufficient proof of notice.

Thank you and please contact our office if you should have any questions.

Best regards,



Wendy L. Tobias, CSR  
Senior Account Manager

/sv

NEWPORT BEACH OFFICE  
1800 Quail Street • Suite 110  
Newport Beach, CA 92660

ORIONRISK.COM  
TEL 949 263 8850  
FAX 949 263 8860

CA INSURANCE LICENSE #0D28764

ATB 12-2-16



**SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE**

5238039474 ✓

TYPE OF POLICY	APPLICABLE LIMITS	INSURER/ POLICY NO.	POLICY PERIOD
(A) Automobile Liability	Bodily Injury	United States Fire Insurance Company 5068845657	04/01/2016 - 04/01/2017
<u>Policy Type and Symbol</u>	Each Person Each Accident		
<input checked="" type="checkbox"/> Business Auto 1	Property Damage		
<input type="checkbox"/> Motor Carrier	Each Accident		
<input type="checkbox"/> Truckers	Bodily Injury and Property Damage		
<input type="checkbox"/>	Combined Single Limit		
	\$1,000,000	Each Occurrence	
(B) Garage Liability	Auto Each Accident Other Than Auto Each Accident Other Than Auto Aggregate <input type="checkbox"/> Per Location Personal & Advertising Injury Fire Damage – Any One Fire		
(C) Commercial General Liability	\$1,000,000 \$2,000,000	Each Occurrence General Aggregate <input type="checkbox"/> Per Location	
	\$2,000,000	<input type="checkbox"/> Per Project	United States Fire Insurance Company 5068845657 ✓
	NOT APPLICABLE	Products-Completed Operations Aggregate	
	\$1,000,000	Policy Aggregate	
	\$1,000,000	Personal & Advertising Injury	
		Fire Damage– Any One Fire	
Comprehensive General Liability	Bodily Injury	Each Occurrence Aggregate When Applicable	
	Property Damage		
		Each Occurrence Aggregate When Applicable	
	Bodily Injury and Property Damage Combined Single Limit	Each Occurrence Aggregate When Applicable	

12-2-16

(D) Liquor Liability

Each Common Cause

Aggregate  
 Per Location

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(E) Standard Workers  
Compensation  
and Employers  
Liability

Part Two – Employers Liability  
Bodily Injury By Accident  
EXCLUDED Each Accident  
Bodily Injury By Disease  
EXCLUDED Policy Limit  
Bodily Injury By Disease  
EXCLUDED Each Employee

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