

AGREEMENT BIBLIOGRAPHY

Agreement With:	Merchants Building Maintenance, LLC
Agreement Type:	To provide full custodial services at nine locations in the city of Garden Grove
Date Approved:	03 19 2018
Start Date:	03 19 2018
End Date:	08 31 2018 (option to extend 2 years to 08/31/2020)
Contract Amount:	\$16,449.37
Comments	File No. 55 Amendment No. 1 Public Works
Insurance Expiration:	06 01 2018
Date Archived:	ARCHIVED 03/29/2018



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.*

Steven R. Jones
Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

March 22, 2018

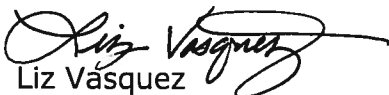
Merchants Building Maintenance, LLC
1639 E. Edinger Avenue, Building B
Santa Ana, CA 92705

Attention: George Rodriguez

Enclosed is a copy of Amendment No. 1 to the Agreement by and between the City of Garden Grove and Merchants Building Maintenance, LLC, to provide full custodial services at nine locations in the City of Garden Grove.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works Department

City of Garden Grove

AMENDMENT NO. 1

FOR: Provide Full Custodial Services at Nine Locations in the City of Garden Grove.

This Amendment No. 1 to Contract is made and entered into this 19th day of March, 2018, by and between the City of Garden Grove, hereinafter referred to as the "CITY", and **Merchant's Building Maintenance, LLC** hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. 153699, effective August 26, 2018, and;

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 3.1, Compensation, shall be revised as follows:

The contract Amount is hereby increased from \$164,494.46 to a new Not to Exceed Amount of \$180,943.83, this is an increase of \$16,449.37 to cover the increase in California Minimum Wage effective January 1, 2018 as per Attachment A.

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: 3/15/18

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 3/19/18

"CONTRACTOR"
Merchants Building Maintenance, LLC

By: [Signature]

Name: Theodore Haas

Title: Chairman

Date: 3/19/18

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:

[Signature]
Garden Grove City Attorney

3-14-18
Date

Attachment "A"



merchants
building maintenance

December 7, 2017

Sandra Segawa
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Dear Mrs. Segawa,

The California minimum wage is going from \$10.50 to \$11.00 effective January 1, 2018. This is a 4.8% increase. To offset this minimum wage increase and in order to continue to attract a stable workforce, we find it necessary to ask for an increase on the following amounts per location, per month effective January 1, 2018. We have tried to be realistic in establishing this increase, and we trust that you understand the economic pressures, which have necessitated this request. Please note the increase is directly for labor and does not include supply, material nor profit.

<u>Location</u>	<u>Increase amount</u>	<u>New monthly amount</u>
Housing Authority	\$69.72	\$1,522.15
Buena Clinton Family Resource Center	\$29.33	\$640.47
City Jail Facility	\$71.81	\$1,567.91
Substation 1 - 9824 Garden Grove	\$4.67	\$101.95
Substation 2 - 12841 Western Ave	\$4.67	\$101.95
Substation 3 - 10582 Acacia Pkwy	\$4.67	\$101.95
Substation 4 - 9755 Bixby	\$4.67	\$101.95
Substation 5 - 12387 Lewis St	\$4.67	\$101.95
Substation 6 - 14361 Euclid Ave.	\$4.67	\$101.95

Thank you for giving us the opportunity to work with you over the years. We have enjoyed our relationship with you and your company and we look forward to continuing to earn your trust in the future.

Sincerely,

George Rodriguez
Branch Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2018

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 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) 583-2117 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Merchants Building Maintenance LLC 1190 Monterey Pass Road Monterey Park CA 91754	INSURER A: Liberty Mutual Fire Insurance Company (A XV)	NAIC # 23035
	INSURER B: Safety National Casualty Corporation (A+ XIV)	15105 <i>AF, XIV</i>
	INSURER C: Federal Insurance Company (A++XV)	20281
	INSURER D: Liberty Insurance Corporation (A XV)	42404
	INSURER E: Employers Insurance Company of Wausau (A XV)	21458
	INSURER F: The First Liberty Insurance Corporation (A XV)	33588

COVERAGES **CERTIFICATE NUMBER:** 40770463 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<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"/>	TB7Z91460659067 <i>Reviewed and approved as to insurance language and requirements.</i> <i>Heidi M. Jay</i> <i>3-13-18</i> <i>Risk Management</i>	6/1/2017	6/1/2018	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 - COM/OP AGG \$ 2,000,000 \$
F	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/>	AS6Z91460659027	6/1/2017	6/1/2018	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		TH7Z91460659047	6/1/2017	6/1/2018	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"/> Y/N N/A	SP4054972 Excess WC (CA) WCCZ99460659058 (AOS)	6/1/2017 1/1/2018	6/1/2018 1/1/2019	<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	Fidelity/3rd Party Crime Rented Equipment		81585028 YM2Z91460659077	6/1/2017 6/1/2017	6/1/2018 6/1/2018	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. GL Additional Insured applies per CG20100413 and CG20370413 attached, only if required by written contract/agreement. GL Primary & Non-Contributory wording applies per LG10170907 attached. Auto Additional Insured per CA20480299 attached. GL, Auto and WC Cancellation Clause applies per IL02700912, AC84070713 pg 2&3 and SPWC0908 attached. Additional Insured(s): City of Garden Grove, it's officers, officials, employees, agents and volunteers.

CERTIFICATE HOLDER**CANCELLATION**

City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840	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.

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
City of Garden Grove, it's officers, officials, employees, agents and volunteers.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

Wendy M. Jay
Risk Management
3-13-18
[Signature]

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Garden Grove, it's officers, officials, employees, agents and volunteers.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Reviewed and approved as to insurance language
and/or requirements.
Heidi M. Jay
Risk Management
3-13-18

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:

- I. 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 S n/a
Effective Date 6/1/2017 Expiration Date 6/1/2018
For attachment to Policy No. TB7Z91460659067 ✓
Audit Basis

Issued To Merchants Building Maintenance Company

Dexter R. Lutz

David M. Jones

Countersigned by

Issued

Sales Office and No.

Cheryl E. Rein

LG 10 17 09 07

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

David M. Jones
Risk Management
3-12-18

Page 2 of 2

POLICY NUMBER: AS6Z91460659027

COMMERCIAL AUTO
CA 20 48 02 99

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.

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

Endorsement Effective: 6/1/2017	Countersigned By <i>Cheryl E. Elin</i> (Authorized Representative)
Named Insured: Merchants Building Maintenance LLC	

SCHEDULE

Name of Person(s) or Organization(s): City of Garden Grove, it's officers, officials, employees, agents and volunteers.
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(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.

Heidi M. Jay
Risk Management
3-13-18