

AGREEMENT BIBLIOGRAPHY

Agreement With:	Merchants Building Maintenance, LLC
Agreement Type:	To provide cleaning of park restrooms and surface trash removal at various locations
Date Approved:	10 25 2016
Start Date:	09 27 2016
End Date:	06 30 2017 (Option to extend an additional 4 years to 06/30/2021)
Contract Amount:	\$214,227
Comments	File No. 55 Public Works
Insurance Expiration:	06 01 2017
Date Archived:	ARCHIVED 12/16/2016



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

November 1, 2016

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

Attention: George Rodriguez

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Merchants Building Maintenance, LLC to furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the city of Garden Grove.

The Agreement was approved by the City Council at their meeting held on October 25, 2016.

Sincerely,

Kathleen Bailor, CMC
City Clerk


By: Teresa Pomeroy, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 25th day of October, 2016, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Merchant's Buidling Maintenance LLC**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED October 25, 2016.
2. CITY desires to utilize the services of CONTRACTOR to Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The initial term of the Agreement shall be from September 27, 2016 through June 30, 2017, with an option to extend said agreement an additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with PROPOSAL PRICING form (Attachment B). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Two Hundred Fourteen Thousand Two Hundred Twenty Seven Dollars (\$214,227.00) for the initial term, payable in arrears and in accordance with PROPOSAL PRICING form, Attachment B and changes to the Year One as detailed in Attachment D. All work shall be in accordance with RFP No. S-1193.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING sheet (Attachment B) and Optional Items (ATTACHEMENT C).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance Requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California

Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- a. (Contractor)
Merchant's Building Maintenance, LLC
Attention: George Rodriguez
1639 E. Edinger Avenue, Bldg. B
Santa Ana, CA 92705
- b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing

contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 10/26/16

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 10/27/2016

"CONTRACTOR"
Merchant's Building Maintenance, LLC

By: [Signature]

Name: KRISTA M. HAAS

Title: Chairman

Date: 09/09/2016

Tax ID No. 95-4558242

Contractor's License: _____

Expiration Date: _____

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

9-14-16

ATTACHMENT "A"

Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove

RFP No. S-1193 Scope of Services

Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove. Some of the parks have more than one restroom building. The City is looking to enter into a one year contract with four one year options for a total of 5 years. One year extensions will be at the sole option of the City.

1. All park restrooms will be cleaned daily, including holidays **prior to 9:00am**. Crews must start at 5:00 a.m. – 1:00 p.m.; six person team clean restroom first.
2. Daily scrub and clean the water closets, urinals, sinks, doors, partitions, mirrors, walls, floors, drinking fountains, and dispensers. The sinks at Garden Grove Park Picnic Pavilion shall be cleaned on a daily basis. Fixtures shall be free of stains and mineral deposits; graffiti; top and bottom of toilet seats, toilet bases and behind fixtures shall be clean; floors shall not have standing water and shall be dry-mopped or swept after washing to remove standing water.
3. The City shall supply water, disinfectant, and detergent used for cleaning. Walls and ceilings will be kept clean, free of cobwebs, dirt, graffiti, tape, and "spit-balls." Ace RX-44 with a 2 ounce per gallon rate will be used. Urinal screens will be provided by the City.
4. Tissue dispensers and paper products shall be checked and refilled. Contractor will keep a supply of paper products at the Garden Grove Park storage facility. The City will supply all paper products and trash bags.
5. The Contractor shall provide all equipment and supplies (mops, hoses, and brushes, gloves, etc.) as required to maintain the restroom in a clean and orderly manner. Contractor to provide a ¾ ton utility truck with trailer to haul all trash and cleaning supplies to locations.
6. Plugged toilets and sinks shall be cleared by the Contractor, if diligent effort with a plunger, closet snake or other like tool will accomplish the task. If the fixture cannot be unplugged by diligent effort, the Contractor shall notify the Building Maintenance Supervisor or designated representative. It shall be the responsibility of the City to correct the problem. Graffiti that cannot be removed shall be reported to the Facilities Division the next working day, if on a weekend. Otherwise, all graffiti is to be immediately reported if it cannot be safely removed.
7. Offensive odors shall be eliminated immediately upon detection, to include restrooms, trash cans, and any other area designated by Supervisor/Foreman.

8. The Contractor shall report any type of vandalism to the Parks Supervisor or designated representative.
9. All trash containers will also be emptied and inspected daily. Trash containers that are half full of debris or containing foul odors will be emptied at that time. Additional trash containers will be added during peak times or as needed. All barbecues shall be emptied of ashes daily (Garden Grove, West Grove, and Eastgate Parks). Surface trash on landscaped areas and hardscapes, along perimeter curb and gutters, in park planters, playgrounds, adjacent parking lots, landscaped medians, access walkthroughs, baseball fields and their dugouts will be removed daily. Trash includes but is not limited to the following: paper, glass bottles, cans, broken tree limbs and palm fronds, pine cones, cigarette butts, and small paper debris. Any broken glass in any play area will be raked, swept, and removed immediately. This also includes sand pits, curb areas, and adjacent parking lots.
10. Trash is to be picked up throughout all park locations. This includes hard-scape, planters, turf, parking lots connected with the site and playground and exercise areas.
11. Restroom Hours- Restrooms will be open and closed by the Contractor daily on the following schedule:

6:00 - 9:00 am open & 5:30 - 8:30 pm closed. All City Sport and Park Restrooms will be cleaned and open no later than 9:00am and closing will start at dusk, depending on the season and park location.
12. Any homeless encampments, stored personal belongings, or other identified items shall be noted and a description will be communicated to the Parks Division Supervisor/Foreman or any other division representative.

The City of Garden Grove Holidays are as follows:

January 1 (New Year's Day)

January 18 (Martin Luther King Day)

Third Monday in February (Presidents Day)

Last Monday in May (Memorial Day)

July 4 (Independence Day)

First Monday in September (Labor Day)

Second Monday in November (Veterans Day)

Fourth Thursday in November (Thanksgiving Day)

Friday after Thanksgiving

December 24 (Christmas Eve)

December 25 (Christmas Day)

NOTE: The City is also closed from Christmas Day until after the New Year's Day holiday. Days vary by the year and the Contractor will be notified annually of the days that the City is closed during this period.

License Requirements

The successful bidder shall obtain a City of Garden Grove Business License upon being awarded the contract. Information on obtaining a Garden Grove business license can be obtained by calling 714-741-5073.

Emergency Numbers

The Contractor shall be readily available by telephone during work hours. In addition, the Contractor shall provide the City of Garden Grove with a list of local emergency telephone numbers where he/she can be contacted after normal working hours, weekends and holidays. This cannot be an answering service. Emergency calls shall be considered part of the park restroom maintenance and shall not be considered extra work. ***Response time to any site shall not exceed 60 minutes.***

Contractor Requirements

The Contractor is required to have at least 5 years of experience performing work of a similar nature in order to submit a proposal. Contractor must also provide at least five (5) references of clients or government agency clients that you have provided the same type of services for within the last three years, including contract dates, agency name, address, contact person's name, contact person's phone number and email address. Please make sure that the information provided for your references is current and accurate. References will not be considered if required information is missing or inaccurate. Please Do Not use the City of Garden Grove as a reference.

Park Location Visits (prior to submitting a proposal)

Before submitting a proposal, it will be the responsibility of the contractor to visit each location, park restroom facility, play area or landscaped site, to determine the work to be done, as the mandatory site visit will not include all locations. A map has been included in Appendix A of this document which provides the addresses for all 19 locations included in this bid

**RFP NO. S-1193
ATTACHMENT "B"**

COST PROPOSAL (BEST AND FINAL OFFER)

Furnish all labor, materials, tools, equipment, supervision and transportation required for the cleaning of park restrooms and surface trash removal at various locations in the City of Garden Grove.

All locations are to be bid separately and all locations must be included in your bid. Partial bids will not be accepted! The price shall include all provisions of the work as stated in the Scope of Services. Bid amounts must be entered for each year listed. Failure to provide a bid amount for any line item may deem your bid as non-responsive and may result in disqualification without recourse.

<u>Park Name</u>	<u>Location</u>	<u>Bid Amount</u>
1. Garden Grove Park /Atlantis Play Center	<i>9301 Westminster Avenue</i>	Year 1 <u>\$59,988.00</u>
Includes Gymnasium courtyard, perimeter of Speed Soccer Center, Nature Center, Dog Park, playgrounds, adjacent parking lots, curb & gutters, front field restrooms, surface trash. The dog park is to be picked up of trash and dog waste not picked up by the pet owner. Poops bags are to be replenished. At the gymnasium only, the shrub beds and the front entry courtyard need to be cleaned. Atlantis Play Center is to be cleaned daily. The restrooms need to be serviced and then locked before 9:30am. The sports center in the front of Garden Grove Park is to be trashed daily. The restrooms in front of the field are to be cleaned daily and then locked. Also includes 4 softball fields and multi-use football/soccer fields.		Year 2 <u>\$62,807.00</u>
		Year 3 <u>\$65,624.00</u>
	2. Chapman Sports Complex	<i>7007 Chapman Avenue</i>
Six restrooms in the restroom building and surface trash at the tennis, basketball, hockey, handball, soccer and ballfield areas. Adjacent parking lots, curb & gutters		Year 2 <u>\$24,851.00</u>
		Year 3 <u>\$25,950.00</u>
	3. Eastgate Park	<i>12001 St. Mark Street</i>
Restrooms, surface trash, playgrounds, curb & gutters and exercise equipment.		Year 2 <u>\$24,199.00</u>
		Year 3 <u>\$25,269.00</u>
	4. Edgar School Park	<i>12781 Topaz Street</i>
(No restroom) surface trash, playgrounds, curb & gutters		Year 2 <u>\$19,851.00</u>
		Year 3 <u>\$20,715.00</u>
	5. Faylane Park	<i>11700 Seacrest Drive</i>
Restrooms, surface trash, playgrounds, adjacent parking lot, curb & gutters		Year 2 <u>\$18,612.00</u>
		Year 3 <u>\$19,425.00</u>

ATTACHMENT "B": Page 2 of 3

<p>6. Gutosky Park <i>9201 Ferris Lane</i></p> <p>Restrooms, surface trash, playgrounds, curb & gutters</p>	<p>Year 1 <u>\$16,884.00</u></p> <p>Year 2 <u>\$17,653.00</u></p> <p>Year 3 <u>\$18,423.00</u></p>
<p>7. Hare School Park <i>12012 Magnolia Street</i></p> <p>Restrooms, surface trash, Chapman Library (9182 Chapman Ave.), adjacent parking lot, curb & gutters</p>	<p>Year 1 <u>\$25,956.00</u></p> <p>Year 2 <u>\$27,157.00</u></p> <p>Year 3 <u>\$28,359.00</u></p>
<p>8. Jardin de los Ninos <i>12631 Keel Street</i></p> <p>(No restrooms) playgrounds with trash pickup on Saturday and Sunday only. There are no restroom facilities at this location.</p>	<p>Year 1 <u>\$2,484.00</u></p> <p>Year 2 <u>\$2,567.00</u></p> <p>Year 3 <u>\$2,645.00</u></p>
<p>9. Magnolia Park <i>11402 Magnolia Street</i></p> <p>Outside restroom only, surface trash, playgrounds, adjacent parking lots, curb & gutters</p>	<p>Year 1 <u>\$20,436.00</u></p> <p>Year 2 <u>\$21,372.00</u></p> <p>Year 3 <u>\$22,311.00</u></p>
<p>10. Pioneer Park <i>12722 Chapman Avenue</i></p> <p>S/W restroom, surface trash, playgrounds, hockey rink, adjacent parking lot, curb & gutters</p>	<p>Year 1 <u>\$16,884.00</u></p> <p>Year 2 <u>\$17,653.00</u></p> <p>Year 3 <u>\$18,423.00</u></p>
<p>11. Shelley Kensington Park <i>12602 Shelley Drive</i></p> <p>(No restrooms) surface trash, playgrounds</p>	<p>Year 1 <u>\$9,912.00</u></p> <p>Year 2 <u>\$10,346.00</u></p> <p>Year 3 <u>\$10,778.00</u></p>
<p>12. Tibbs Circle Play Area <i>10671 Tibbs Circle</i></p> <p>(No restrooms) surface trash, playgrounds</p>	<p>Year 1 <u>\$6,984.00</u></p> <p>Year 2 <u>\$7,271.00</u></p> <p>Year 3 <u>\$7,562.00</u></p>

ATTACHMENT "B": Page 3 of 3

<p>13. Haster Basin Recreation Area <i>12952 Lampson Avenue</i></p> <p>Two restrooms and City owned property</p>	<p>Year 1 <u>\$13,332.00</u></p> <p>Year 2 <u>\$13,934.00</u></p> <p>Year 3 <u>\$14,535.00</u></p>
<p>14. Village Green Park <i>12732 Main Street</i></p> <p>Includes the restroom connected to the Courtyard Center, Amphitheater (as requested), and surface trash at the Amphitheater, Gem Theater, and Village Green Park playground, Clock Tower, adjacent parking lot, curb & gutters</p>	<p>Year 1 <u>\$10,812.00</u></p> <p>Year 2 <u>\$11,293.00</u></p> <p>Year 3 <u>\$11,770.00</u></p>
<p>15. West Grove Park <i>5372 Cerulean Avenue</i></p> <p>Single outside restroom, surface trash, playgrounds, adjacent Parking lot, curb & gutters</p>	<p>Year 1 <u>\$19,476.00</u></p> <p>Year 2 <u>\$20,362.00</u></p> <p>Year 3 <u>\$21,255.00</u></p>
<p>16. Tibor Rubin Library <i>11962 Bailey Street</i></p> <p>(No restrooms), surface trash, adjacent parking lot, curb & gutters</p>	<p>Year 1 <u>\$6,444.00</u></p> <p>Year 2 <u>\$6,716.00</u></p> <p>Year 3 <u>\$6,983.00</u></p>
<p>17. Westhaven Park <i>12252 West Street</i></p> <p>Restrooms, surface trash, playgrounds, adjacent parking lot, curb & gutters</p>	<p>Year 1 <u>\$20,436.00</u></p> <p>Year 2 <u>\$21,372.00</u></p> <p>Year 3 <u>\$22,311.00</u></p>
<p>18. Woodbury Park <i>13800 Rosita Place</i></p> <p>Restrooms, surface trash, playgrounds</p>	<p>Year 1 <u>\$16,884.00</u></p> <p>Year 2 <u>\$17,653.00</u></p> <p>Year 3 <u>\$18,423.00</u></p>
<p>19. Civic Center Complex <i>11391 Acacia Parkway</i></p> <p>Main Library Pond, CMC, Credit Union, Police Annex, Police Department, Fire Department, City Hall, Civic Center Drive/Eternal Flame, 8th Street/Acacia Parkway, and Stanford Avenue medians from 9th Street to Euclid St., all parking lots, curb & gutters, surface trash (outside clean-up only)</p>	<p>Year 1 <u>\$18,192.00</u></p> <p>Year 2 <u>\$19,024.00</u></p> <p>Year 3 <u>\$19,851.00</u></p>

Only the above items listed in Attachment "B" COST PROPOSAL will be used for scoring purposes under this RFP process. At its sole discretion, the City may elect to include the optional items in Option C as part of the contract.

"OPTIONAL" COSTS PROPOSAL

1. Pressure washing services of park patio shelters-entire patio is to be power washed, including concrete tables and sink areas.

Eastgate Park	\$ <u>213.50</u>
Edgar Park	\$ <u>248.50</u>
Civic Center Pond sidewalks	\$ <u>248.50</u>
Garden Grove Park Picnic Pavilion	\$ <u>390.50</u>
Garden Grove Park Picnic Shelters (3) at middle field	\$ <u>426.50</u>
Gutosky Park	\$ <u>248.50</u>
Faylane Park (2)	\$ <u>213.50</u>
Magnolia Park	\$ <u>248.50</u>
West Grove Park	\$ <u>213.50</u>
Westhaven Park	\$ <u>248.50</u>

2. Blow off the tennis courts and spot clean spills on the surface

Chapman Sports Complex (6 courts)	\$ <u>155.00</u>
Magnolia Park (2 courts)	\$ <u>51.50</u>

3. Pressure wash handball courts

Chapman Sports Complex (6 courts)	\$ <u>345.00</u>
Magnolia Park (1 court)	\$ <u>128.50</u>

4. Rake sand pits and engineered wood fiber at playground areas

Atlantis Park	\$ <u>103.50</u>
Edgar Park	\$ <u>51.50</u>
Garden Grove Park Middle Field	\$ <u>51.50</u>
Haster Basin Recreation Area	\$ <u>51.50</u>
West Grove Park	\$ <u>51.50</u>
Westhaven Park	\$ <u>51.50</u>

ATTACHMENT "C": Page 2 of 2

5. Provide additional services as requested by the City on a time and material cost

Labor per hour	\$ <u>18.50</u>
Materials	\$ <u>15% mark up</u>

The above items listed in Attachment "C" Optional Costs *will not* be used to score the pricing section of the RFP process. However, at its sole discretion, the City may elect to include the above items in Option C as part of the contract based on budgeted funds. The City cannot guarantee any specific amount of work for these optional items since they will be requested on an as-needed basis.

ATTACHMENT "D"

The following changes shall apply to Year One of this Agreement.

Garden Grove Park/Atlantis	59,988	44,991	44,991	
Chapman Sports Complex	23,748	17,811	17,811	
Eastgate Park	23,124	17,343	17,343	
Edgar School Park	17,796	13,347		No restroom
Faylane Park	17,676	13,257	13,257	
Gutosky Park	16,884	12,663	12,663	
Hare School Park	25,956	19,467	19,467	
Jardin de los Ninos	2,484	1,863		No restroom
Magnolia Park	20,436	15,327	15,327	
Pioneer Park	16,884	12,663	12,663	
Shelly Kiensington Park	9,912	7,434		No restroom
Tibbs Circle Play Area	6,984	5,238		No restroom
Haster Basin Recreation Area	13,332	9,999	9,999	
Village Green Park	10,812	8,109	8,109	
West Grove Park	19,476	14,607	14,607	
Tibor Rubin Library	6,444	4,833		No restroom
Westhaven Park	20,436	15,327	15,327	
Woodbury Park	16,884	12,663	12,663	
Civic Center Complex	18,192	13,644		No restroom
New Merchant Contract				
Total	\$347,448	\$260,586	\$214,227	

NOTE: The six located highlighted in green will be eliminated from the initial term of the agreement (September 27, 2016 through June 30, 2017). Years 2 and 3 will be discussed at the time of the renewal based on current funds in the budget.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2016

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 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:	
INSURED Merchants Building Maintenance 1190 Monterey Pass Road Monterey Park CA 91754		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Liberty Mutual Fire Insurance Company (A XV) ✓ 23035	
		INSURER B: Safety National Casualty Corporation (A XI) ✓ 15105 <i>At 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:	

COVERAGES **CERTIFICATE NUMBER:** 30223754 **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"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		TB2Z91460659066	6/1/2016	6/1/2017	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 \$
<i>Reviewed and approved as to insurance language and/or requirements.</i> <i>Kerstin M. Jay</i> <i>9-7-16</i> <i>Risk Management</i>							
A	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/>		AS2Z91460659026	6/1/2016	6/1/2017	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			TH7Z91460659046	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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	SP4054972 Excess WC (CA) WCCZ99460659056 (AOS)	6/1/2016 1/1/2016	6/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <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	Employee Theft / Forgery			81585028	6/1/2016	6/1/2017	Limit \$1 MIL/Ded. \$25,000
A	Rented Equipment			YM2Z91460659076	6/1/2016	6/1/2017	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. Job: Operations of the Named Insured. GL & Auto Additional Insureds apply per the CG20100413, CG20370413 & CA20480299 attached. GL Primary & Non-Contributory wording applies per LG10170907 attached. Cancellation provisions apply per attached forms. Crime Loss Payee applies per the attached endorsement. Excess WC Waiver of Subrogation applies per 0456000113XWC. Additional Insured(s): City of Garden Grove, its officers, .. Cont...

CERTIFICATE HOLDER **CANCELLATION**

Operations of the Named Insured City of Garden Grove Attn: Sandra Segawa 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  Cheryl Feia
--	---

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ADDITIONAL REMARKS SCHEDULE

AGENCY Bolton & Company		NAMED INSURED Merchants Building Maintenance 1190 Monterey Pass Road Monterey Park CA 91754	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Garden Grove Attn: Sandra Segawa

ADDRESS: 11222 Acacia Parkway Garden Grove, CA 92840

Additional Insured(s): ..Cont.. officials, employees, agents, & volunteers.

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 \$ n/a
Effective Date 6/1/2016 Expiration Date 6/1/2017
For attachment to Policy No. TB2Z91460659066
Audit Basis

Issued To Merchants Building Maintenance Company

Dexter R. Lay

David M. Gray

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. Gray
Risk Management
9-7-16

Page 2 of 2

POLICY NUMBER: AS2Z91460659026

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.

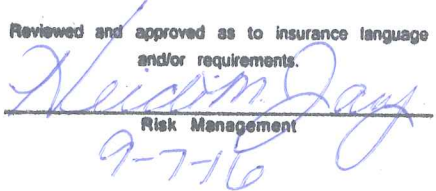
Endorsement Effective: 6/1/2016	Countersigned By  (Authorized Representative)
Named Insured: Merchants Building Maintenance	

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.

Risk Management
9-7-16

Policy Number AS2Z91460659026

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

- 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.

Policy Number TB2Z91460659066
 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

- 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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in the states of TX, UT & WA

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AZ & NV, the premium charge is 4% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of CO & NM, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$100 per policy.

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCCZ99460659056 (AOS) Effective Date 1/1/2016 Premium \$

Issued to Merchants Building Maintenance Company

WC 00 03 13
Ed. 04/01/1984

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Page 1 of 1

0456 00 0113 (XWC)

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time June 1, 2016

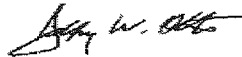
In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language

The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

All other terms, conditions, agreements and stipulations remain unchanged.

Attach to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No **SP4054972** issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to MERCHANTS BUILDING MAINTENANCE COMPANY, ET AL, dated June 1, **2016**.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

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

Risk Management

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, its officers, officials, employees, agents and volunteers.	As Per Contract
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.

Heidi Jay
Risk Management
9-7-16

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, its officers, officials, employees, agents and volunteers.	As Per Contract

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.

Wesley M. Jay
Risk Management
9-7-16

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio 3.0 Crime Coverage Part Federal

Effective date of
this endorsement/rider: June 1, 2016

Federal Insurance Company

Endorsement/Rider No.

To be attached to and
form a part of Policy No. 8158-5028

Issued to: Merchants Building Maintenance Company

LOSS PAYEE ENDORSEMENT

In consideration of the premium charged, it is agreed that any payment in satisfaction of loss covered pursuant to this Coverage Part involving **Money, Securities, or Property** in which City of Garden Grove, Attn: Sandra Segawa, 11222 Acacia Parkway Garden Grove, CA 92840 has an interest, shall be paid at the written request of the **Parent Organization** by an instrument issued to City of Garden Grove, Attn: Sandra Segawa, 11222 Acacia Parkway Garden Grove, CA 92840 as the sole loss payee subject to the following conditions and limitations:

- (A) the coverage afforded pursuant to this Coverage Part is for the sole use and benefit of the **Parent Organization**; and
- (B) City of Garden Grove, Attn: Sandra Segawa, 11222 Acacia Parkway
- (C) Garden Grove, CA 92840 shall not be considered an **Insured** under this Coverage Part nor shall it otherwise have any rights or benefits hereunder.

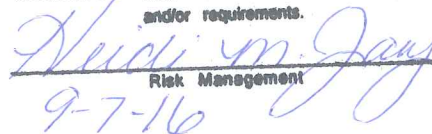
The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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



Risk Management
9-7-16

APPROVAL OF AN AGREEMENT WITH MERCHANTS BUILDING MAINTENANCE, RFP
NO. S-1193, FOR JANITORIAL SERVICES AT CITY PARKS
(F: 55-Merchants Building Maintenance)

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

A one year contract for janitorial services at City parks be awarded to Merchants Building Maintenance in the firm fixed price amount of \$214,227 for the first year, with an option to renew the contract for four (4) additional years for a total of five (5) years, subject to approved budget allocation; and

The City Manager be authorized to execute the agreement on behalf of the City and make minor modifications as appropriate thereto.

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

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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William Murray
Dept.: City Manager Dept.: Public Works
Subject: Approval of an Agreement with Merchants Building Maintenance, RFP No. S-1193, for Janitorial Services at City parks. (Cost: \$214,227 for one year.)
(Action Item) Date: 10/25/2016

OBJECTIVE

To receive City Council approval to enter into an agreement with Merchants Building Maintenance to provide janitorial services at City parks for a one-year period with an option to extend the contract for four additional years.

BACKGROUND

The City has 19 park locations requiring janitorial services in order to maintain adequate levels of cleanliness to ensure the health and safety of park visitors. These services include a 7-day a week operation that covers restroom sanitation, litter abatement, trash disposal and on-call emergency service response (e.g., plumbing fixture stoppage). The high usage at park sites by the community requires a high level of care, especially in summer months with numerous activities, holidays and events. The method of contracting this work has proven effective and enabled in-house staff to focus on core services, which include support for city-wide special events and maintenance for the following areas: turf, plants, recreational pools, irrigation system repairs/upgrades, street medians, weed abatement, playground surfacing/equipment, picnic shelters and graffiti abatement.

DISCUSSION

The existing janitorial service contract with ABM Services expired on March 31, 2016. RFP No. S-1193 was advertised on May 18, 2016. The proposal document was posted on the City's website on May 18, 2016, via the Planet Bids on-line bidding system. A mandatory pre-proposal meeting was held on June 2, 2016, with (5) companies in attendance. Four (4) proposals were received and opened on June 20,

2016. The Source Selection Committee (SSC) review scores were completed on July 28, 2016. The analysis below indicates the SSC scores:

Company Name	Final SSC Scores
Merchants Building Maintenance	2,187
United Maintenance Systems	1,605
Spectrum Facility Maintenance	1,305
Myers Services	1,173

FINANCIAL IMPACT

The cost for the janitorial services contract with Merchants Building Maintenance for a one-year period is not to exceed \$214,227. The existing budget allocation in the General Fund and Park Maintenance Assessment District Fund is sufficient to cover this contract amount. The contract cost for years two and three exceeds the current budget allocation and will be considered as part of the budget development process. The option to extend the contract will be subject to available funding and approved budget allocation.

RECOMMENDATION

It is recommended that the City Council:

- Award a one year contract for janitorial services at City parks to Merchants Building Maintenance in the firm, fixed price amount of \$214,227 for the first year, with an option to renew the contract for four (4) additional years for a total of five (5) years subject to approved budget allocation; and
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as appropriate thereto.

By: Phil Carter, Facilities Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	10/21/2016	Backup Material	Merchants.pdf