

AGREEMENT BIBLIOGRAPHY

Agreement With:	Merchants Building Maintenance, LLC
Agreement Type:	For the cleaning of park restrooms and surface trash removal at various locations in the city of Garden Grove
Date Approved:	10 25 2017
Start Date:	07 01 2017
End Date:	06 30 2018
Contract Amount:	\$42,328.46
Comments	File No. 55 Amendment No. 2 Public Works
Insurance Expiration:	06 01 2018
Date Archived:	ARCHIVED 11/09/2017



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

Phat Bui
Mayor Pro Tem - District 4

Kris Beard
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

October 26, 2017

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

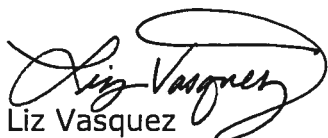
Attention: George Rodriguez

Enclosed is a copy of Amendment No. 2 to 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.

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. 2

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.

This Amendment No. 2 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 is made and entered into this 25 day of October 2017, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and Merchant's Building Maintenance LLC, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. 155319 effective October 25, 2016.

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 July 1, 2017 to June 30, 2018.

Section 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$478,554.00 to a new Firm Fixed Price of \$520,882.46. This is an Increase of \$42,328.46 to cover costs 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. 2 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 10/25/17

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 10/26/17

"CONTRACTOR"

Merchant's Building Maintenance LLC

By: [Signature]

Name: KRISTA M. HAAS

Title: Chairman

Date: October 10, 2017

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

10-17-17
Date

FY 2017/18			Vacancy	Pay	Vacancy	Salary/	Total
Position #	Position	Employee Name	Date	Periods*	Hours	Hr	Savings
P404	Public Works Trainee	Esteban Rodriguez	Early July 2017	6	324	\$14.07	\$4,558.68
P403	Public Works Trainee	Brandon Nunes	Mid August 2017	3	162	\$14.72	\$2,384.64
P405	Public Works Trainee	Santiago Tristan	Mid August 2017	3	162	\$13.64	\$2,209.68
R904	Sr. Park Maintenance Worker	Ron Sandiforth	Early July 2017	6	480	\$69.12	\$33,175.46
	TOTAL						\$42,328.46
	Current Contract Amount						\$264,277.00
	Plus Savings						\$42,328.46
	New Amendment Amount						\$306,605.46

*Pay period based on last PP#6 (9/9-9/22) for this fiscal year

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[illegible]

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Table 1. *Continued*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2017

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** *Nancy Cadwallader*
3475 E. Foothill Blvd., Suite 100
Pasadena, CA 91107
ncadwallader@boltonco.com
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

NAIC #

INSURER A: Liberty Mutual Fire Insurance Company (A XV)	23035	<i>AXV</i>
INSURER B: Safety National Casualty Corporation (A+ XIV)	15105	<i>AXI</i>
INSURER C: Federal Insurance Company (A++XV)	20281	<i>AXI</i>
INSURER D: Liberty Insurance Corporation (A XV)	42404	<i>AXV</i>
INSURER E: Employers Insurance Company of Wausau (A XV)	21458	<i>AXV</i>
INSURER F: The First Liberty Insurance Corporation (A XV)	33588	<i>AXV</i>

INSURED
Merchants Building Maintenance
1190 Monterey Pass Road
Monterey Park CA 91754

COVERAGES

CERTIFICATE NUMBER: 37096382

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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	TB7Z91460659067 <i>Revised and approved as to insurance language and/or requirements.</i> <i>Neidmeyer</i> <i>8-9-17</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 - COMP/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 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$0	<input checked="" type="checkbox"/>	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	Y/N <input type="checkbox"/> N/A	SP4054972 Excess WC (CA) WCCZ99460659057 (AOS)	6/1/2017 1/1/2017	6/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	Employee Theft / Forgery Rented Equipment		81585028 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 LG10170907 attached, only if required by written contract/agreement. 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

Operations of the Named Insured

City of Garden Grove
Attn: Sandra Segawa
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

Cheryl Feja

Cheryl E. Feja

ACORD 25 (2016/03)

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10-17-17 *Neidmeyer*

AGENCY CUSTOMER ID: MERCH-1

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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

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.

**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.

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

Heidi M. Jay
Risk Management
10-17-17

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.

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

Heidi M. Jay
Risk Management
8-9-17

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.

POLICY NUMBER: TB7Z91460659067 ✓

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
under requirements.

Risk Management

8-9-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION — CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

B. Waiver Of Subrogation

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

C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply:

1. to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.

LG 10 17 09 07 ✓

Reviewed and approved as to insurance language
and/or requirements
Heidi M. Jay
Risk Management
8-9-17
Page 1 of 2

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

D. Other Insurance

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

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

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$ n a

Effective Date 6/1/2017

Expiration Date 6/1/2018

For attachment to Policy No. TB7Z91460659067

Audit Basis

Issued To Merchants Building Maintenance Company

Dexter R. Long

David M. Long

Countersigned by

Issued

Sales Office and No.

Cheryl E. Rein

LG 10 17 09 07

Reviewed and approved as to insurance language
under requirements.

Page 2 of 2

Heidi M. Jay
Risk Management
8-9-17

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio 3.0 Crime Coverage Part Federal

Effective date of
this endorsement/rider: June 1, 2017

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

10-17-17

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

Risk Management

8-9-17

14-02-21384 (12/2014)

Page 1

POLICY NUMBER: AS6Z91460659027 ✓

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

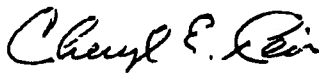
This endorsement modifies insurance provided under the following:

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  (Authorized Representative)
Named Insured: Merchants Building Maintenance	

SCHEDULE

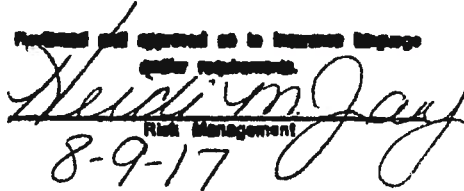
Name of Person(s) or Organization(s): City of Garden Grove, its officers, officials, employees, agents, and volunteers
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to 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.

Risk Management
10-17-17

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

Risk Management
8-9-17

CA 20 48 02 99

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Page 1 of 1 O

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.

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

Heidi M. Jay
Risk Management
10-17-17

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

Heidi M. Jay
Risk Management
8-9-17

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCCZ99460659057 (A06) Effective Date 1/1/2017

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, 2017

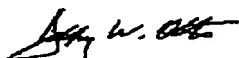
In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language

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.

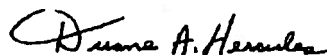
All other terms, conditions, agreements and stipulations remain unchanged.

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, 2017.

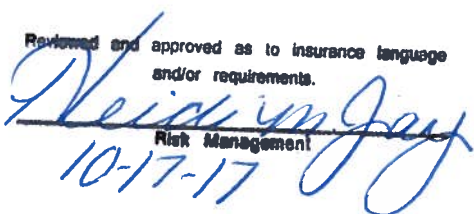
SAFETY NATIONAL CASUALTY CORPORATION



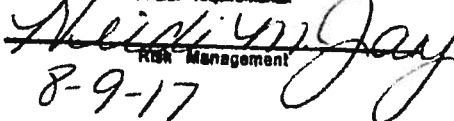
Secretary



President

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

Risk Management
10-17-17

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


Risk Management
8-9-17