

ADDENDUM TO CONTRACTOR CONTRACT OR ORDER FORM

THIS ADDENDUM TO CONTRACT OR ORDER FORM (“Addendum”) is entered into effective as of June 27, 2017, by and between **RUSS BASSET CORPORATION**, a California corporation (“Contractor”), and the **CITY OF GARDEN GROVE**, a municipal corporation (“City”).

WITNESSETH

WHEREAS, contemporaneous with the execution of this Addendum, the parties are entering into a Purchase Contract and/or Purchase Order (the “Contractor Agreement”) for the purchase or equipment and/or installation services to be provided by Contractor at the Garden Grove Police Department, 11301 Acacia Parkway, Garden Grove, CA 92840 (the “Location”);

WHEREAS, the parties desire to amend the Agreement as set forth in this Addendum.

AGREEMENT

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the parties acknowledge is sufficient to create a legally binding agreement, the parties agree as follows:

1. **Indemnification.** Indemnification. To the fullest extent permitted by law, Contractor agrees to protect, defend, and hold harmless the 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 damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of Contractor, Contractor's agents, officers, employees, subcontractors, or independent contractors hired by Contractor in the performance of the Agreement. The only exception to Contractor's responsibility to protect, defend, and hold harmless CITY, is due to the active negligence, recklessness and/or wrongful conduct of the 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 the Contractor.

2. **Insurance.** Insurance.

2.1 **COMMENCEMENT OF WORK.** Contractor shall not commence work under the Agreement until insurance and all certificates and endorsements have been received and approved by the City. All insurance required by the 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 and a waiver of subrogation.

2.2 **WORKERS COMPENSATION INSURANCE.** During the duration of the Agreement, Contractor and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

2.3 **INSURANCE AMOUNTS.** Contractor and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$1,000,000.00 per occurrence (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to the City and have a Best's Guide Rating of A-, Class VII or better, as approved by the City.
- (b) Automobile liability for all autos in an amount of \$1,000,000.00 combined single limit (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to the City and have a Best's Guide Rating of A-, Class VII or better, as approved by the City.

2.4 ENDORSEMENTS AND OTHER REQUIREMENTS.

- (a) An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 2.3(a) shall designate the 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. The Contractor shall provide to the City proof of insurance and endorsement forms that conform to the City's requirements, as approved by the City.
- (b) An Additional Insured Endorsement for the policy under section 2.3(b) shall designate the City, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the Contractor. The Contractor shall provide to the City proof of insurance and endorsement forms that conform to the City's requirements, as approved by the City.
- (c) For any claims related to the Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (d) If the Contractor maintains higher insurance limits than the minimums shown above, the Contractor shall provide coverage for the higher insurance limits otherwise maintained by the Contractor.

3. Licenses, Permits, and Fees. At its sole expense, the Contractor shall obtain a Garden Grove Business License.

4. Authority to Execute. The persons executing the 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.

5. No Third Party Beneficiaries. Except as may be specifically provided for herein, nothing contained in the Agreement is intended to confer, nor shall the Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

6. Prevailing Wages. The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. The Agreement shall not be effective until the Contractor provides proof of registration to the City. The Contractor shall

be responsible for the Contractor's compliance in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. The Contractor shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The City shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the Contractor.

7. Construction. This Addendum shall be deemed fully incorporated in the Agreement to which this Addendum is attached, and this Addendum and the Agreement shall collectively be referred to as the "Agreement." Unless expressly provided to the contrary herein, to the extent that any provision of this Addendum conflicts with any provision of the Agreement, this Addendum shall control.

8. Severability. If any provision of this Addendum shall be deemed for any reason to be invalid, illegal or unenforceable, such provision shall be severed from the remainder of this Addendum, and that remainder shall continue in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

“Contractor”

a California corporation

“City”

CITY OF GARDEN GROVE

Name:

Title:

By: Scott C. Stiles

Its: City Manager

ATTESTED:

City Clerk

APPROVED AS TO FORM:

Garden Grove City Attorney