

AMENDMENT TO CONTRACT WITH J & G INDUSTRIES FOR ASBESTOS TESTING &
ABATEMENT, LEAD TESTING & ABATEMENT, & DEMOLITION OF STRUCTURES AT
12252--12292 HARBOR BOULEVARD, GARDEN GROVE
May 8, 2012
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FINANCIAL IMPACTS

The demolition project is being funded by Successor Agency funds.

RECOMMENDATION:

Based on the foregoing, staff recommends that the Successor Agency:

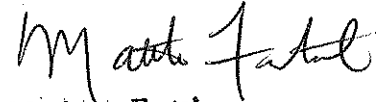
- Authorize the Director to execute a contract amendment with J&G Industries, Inc., for an additional amount of \$43,393, on behalf of the Successor Agency and make minor modifications as appropriate.

 for
GREG BLODGETT
Senior Project Manager

By:  Carlos Marquez
Senior Real Property Agent

Attachment 1: Amendment No. 1 to Demolition Contract

Recommended for Approval



Matthew Ferial
Director

AMENDMENT NO. 1 TO DEMOLITION CONTRACT

This Amendment No. 1 to Demolition Contract ("Amendment No. 1") is made and entered into this _____ day of May 2012, by and between the **CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, ("SUCCESSOR AGENCY"), and **J&G INDUSTRIES, Inc.** ("CONTRACTOR").

RECITALS

- A. SUCCESSOR AGENCY and CONTRACTOR entered into that certain agreement, dated March 13, 2012, (the "Agreement") pursuant to which CONTRACTOR is to conduct asbestos and lead testing and abatement and demolish six structures located on property owned by SUCCESSOR AGENCY located at 12222-12296 Harbor Boulevard, in the City of Garden Grove (the "Property").
- B. As a result of the testing performed by CONTRACTOR pursuant to the Agreement, it has been determined that the extent of the services required to abate the lead and asbestos found in the structures is greater than originally anticipated by the parties.
- C. Therefore, SUCCESSOR AGENCY and CONTRACTOR desire to enter into this Amendment No. 1 to increase the amount of compensation under the Agreement to cover the additional costs of such lead and asbestos abatement services.

AGREEMENT

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. Section 2 of the Agreement (Services to be Provided) is hereby amended to incorporate the additional lead and asbestos abatement services described in the Proposal attached as Exhibit A to this Amendment No. 1, which is incorporated herein by reference.
- 2. Compensation for the additional lead and asbestos abatement services shall be the additional Not To Exceed (NTE) amount of **Forty Three Thousand Three Hundred Ninety Three Dollars (\$43,393.00)**, payable in arrears in accordance with Exhibit A. Section 3.1 of the Agreement is hereby amended accordingly to increase the total compensation payable to CONTRACTOR for the services to be provided under the original Agreement and this Amendment No. 1 to the Not To Exceed (NTE) amount of **Eighty Eight Thousand Three Hundred Ninety Three Dollars (\$88,393.00)**.
- 3. Except as expressly amended hereby, all terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed by their respective officers duly authorized on the date first written above.

"SUCCESSOR AGENCY"
CITY OF GARDEN GROVE, as Successor
Agency to the Garden Grove Agency for
Community Development, a public body

By: _____
Director

ATTESTED:

Secretary

Date: _____

"CONTRACTOR"
J&G INDUSTRIES, INC., a California
corporation

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

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:

Successor Agency Counsel

Date

EXHIBIT A

PROPOSAL FOR ADDITIONAL ASBESTOS AND LEAD ABATEMNT SERVICES



18627 BROOKHURST STREET #302 • FOUNTAIN VALLEY, CA 92708
 PHONE: 714-903-2002 • FAX: 714-903-2003 • www.j-gindustries.com

PROPOSAL & CONTRACT

INSURED & BONDABLE 714-741-5205

OWNER/CONTRACTOR PROGRAM SUBMITTED TO: AM. Carlos Marquez	PHONE: 714-741-5131	DATE: 05/02/2012
NAME: City of Garden Grove	LEGAL: JOB LOCATION Trailer Park & Strip Mall Demo	
STREET: 11222 Acacia Parkway	STREET: 12252-12296 Harbor Blvd	
CITY: Garden Grove, CA 92840	STATE: CA 92843	

We propose to furnish all equipment and perform all labor necessary to complete the following:

Request for Change Order #01

Remove and disposal of asbestos containing materials and lead containing ceramic tile per On-Site Environmental, Inc. survey dated April 23, 2012, Project #OSE192.

Tri Span, Inc.	Price	\$37,733.00
J&G Industries, Inc.	15% Mark-Up	\$ 5,660.00
	Total	\$43,393.00

J & G INDUSTRIES, INC. RESERVES ALL SALVAGE RIGHTS

This contract does not include any damage or repairs to underground facilities not visible from the surface or otherwise designated by owner/contractor and stated in this agreement.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of: See Above DOLLARS (\$ See Above)

Payment to be made in full upon completion of above portion of work. NO RETENTIONS TO BE HELD.

Any alteration or deviation from the above specifications involving extra cost of materials or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

It is further understood and agreed that Workmen's Compensation and Public Liability Insurance will be provided, however coverage applies only to work actually performed by J & G Industries Inc. in accordance with terms and conditions of this contract. Certificates of Insurance will be furnished upon request.

THIS PROPOSAL VALID FOR 90 DAYS FROM THE ABOVE DATE. Authorized Signature:

ACCEPTANCE OF PROPOSAL

In the event of customer failure to pay contract price, customer agrees to pay in addition to said contract price, reasonable attorney's fee, cost and interest for collection.

You are hereby authorized to furnish all equipment and labor to complete the work mentioned in the above proposal, for which _____ agree to pay the amount in said proposal, and according to the terms thereof.

COMPANY: _____

Authorized Signature: _____

Date Accepted: _____

NOTICE

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, sub-contractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the debt. This can happen even if you have paid your own contractor in full, if the sub-contractor, laborer, or supplier remains unpaid.

IF CONTRACT ACCEPTABLE, PLEASE SIGN AND RETURN TO J & G INDUSTRIES, INC.