

AMENDMENT NO. ONE TO CONTRACT NO. 33141

33141

RE: First Renewal of Contract No. 33141 to Providing Uniform Rental Services to the City of Long Beach (BPLB13000046; RES-13-0044 per Contract No. 4600001031(SD Contract))

This Amendment to Contract No. 33141 is made and entered as of June 30, 2015, by and between the CITY OF LONG BEACH, a municipal corporation, and **Prudential Overall Supply**.

Contract No. 33141 is amended by mutual agreement of the parties and as indicated below by a check or other mark preceding the appropriate amendment:

- 1. The term is extended to July 2, 2016.
- 2. \$322,000 has been added to the 1st renewal term for a total ("not to exceed") amount of \$966,000.
- 3. Prices during this period shall remain firm.
- 4. The price for certain items shall be increased as shown on Exhibit "A", which is attached hereto and incorporated herein by this reference.
- 5. The price for certain items shall be decreased as shown on Exhibit "A", which is attached hereto and incorporated herein by this reference.
- 6. The discount offered to the City is increased by ____ %
- 7. The items or locations identified on Exhibit "B", which is attached hereto and incorporated herein by this reference, are hereby deleted from the Contract.
- 8. The locations identified on Exhibit "B", which is attached hereto and incorporated herein by this reference, are hereby added to the Contract.
- 9. Current permits, licenses, insurance and other required information are attached as Addendum No. 1.

Except as expressly amended above, all terms and conditions in this Contract are ratified and confirmed and remain in full force and effect. Executed with all formalities required by law as of the date first stated above.

Attach Notary if Out-of-State Contractor

CONTRACTOR:

James K. Murray
(Signature)

JAMES K. MURRAY
(Print / Type Name)

President / Vice President / Secretary / Treasurer
(circle one)

CONTRACTOR:

John Thompson
(Signature)

JOHN THOMPSON
(Print / Type Name)

VP FINANCE
President / Vice President / Secretary / Treasurer
(circle one)

THE CITY OF LONG BEACH:

Assistant City Manager

By: *T. B. M.*
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

Approved as to form:
CHARLES PARKIN, City Attorney

By: *Charles Parkin*
Deputy

Rachel Chaveriat

Marsh USA Inc.
1111 Northshore Drive
Suite N-550
Knoxville, TN 37919
865 769 7723 Fax 865 769 7824
rachel.a.chaveriat@marsh.com
www.marsh.com

July 22, 2015

Mr. Jim Murray
Prudential Overall Supply
1661 Alton Parkway
Irvine, CA 92711

Michael Ales
sbclis

Subject: Renewal Continuation Certificate

Principal: Prudential Overall Supply
Obligee: City of Long Beach, California
Bond Description: Provision of Uniform Rental Services to the City of Long Beach, California
Bond Amount: \$322,000.00
Bond Number: 9127125
Surety Name: Fidelity & Deposit Company of Maryland
Renewal Term: 07/03/2015 – 07/03/2016

Dear Mr. Murray:

I am enclosing your continuation certificate for the above-referenced bond. I ask that you recheck the continuation certificate for accuracy before you file it with the obligee.

You will be receiving our invoice for the renewal premium due for this transaction in the amount of \$2,898.00. Marsh will receive 30.00% of this amount from the surety company. Your payment of this invoice constitutes your agreement to our compensation for this bond.

In the event that your organization no longer requires this bond, please return the enclosed documents to Marsh so that we may advise the surety company that this bond is no longer required and obtain a clean flat cancellation on this bond on your behalf.

If you have any questions, please feel free to contact me. Thank you for allowing Marsh to service your surety needs.

Sincerely,
Rachel Chaveriat
Rachel Chaveriat
National Surety Center

Enclosure

Role of Marsh

Marsh is serving as your broker in placing your insurance coverage(s) referenced above. Marsh may receive different forms of compensation that relate directly or indirectly to your placements. Since Marsh's compensation may vary depending on the insurance program that you choose, Marsh is providing you with information to help you evaluate potential conflicts of interest.

Marsh may be compensated by commissions based on the sale of insurance. Commissions may vary depending on a number of factors, including the insurance purchased and the insurer selected. The commissions that Marsh or its affiliates may collect on the quotes Marsh obtained on your behalf are itemized above.

Insurer Consulting Compensation

Marsh receives compensation for consulting and data analytics services it performs for certain insurers.

Other Information

Marsh & McLennan Companies, Inc. and its subsidiaries have direct and indirect investments in insurance and reinsurance companies and have contractual arrangements with certain insurers and wholesale brokers.

For further information regarding Marsh's and its affiliates' compensation and the matters discussed above, please visit: <http://global.marsh.com/about/Transparency.php>

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of Tennessee

County of Knox

On July 17, 2015 before me, Kellie A. Turner, Notary Public
(Here insert name and title of the officer)

personally appeared Tara W. Mealer

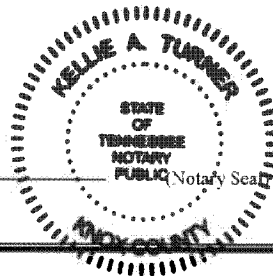
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kellie A. Turner
 Signature of Notary Public **Kellie A. Turner**

My commission expires: 7/1/2018



ADDITIONAL OPTIONAL INFORMATION

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p>_____</p> <p style="text-align: center;"><small>(Title or description of attached document)</small></p> <p>_____</p> <p style="text-align: center;"><small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date _____</p> <p>_____</p> <p style="text-align: center;"><small>(Additional information)</small></p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p>_____</p> <p style="text-align: center;"><small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mary Y. VOLMAR, Vicki NOBINGER, Sandra WARD, Loretta M. JONES, Carolyn E. WHEELER, Novetta M. ANDERSON, Kellie A. TURNER and Tara W. MEALER, all of Knoxville, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

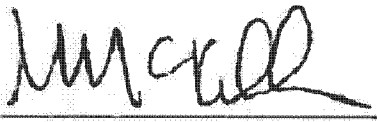
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of October, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



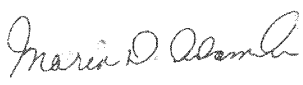
By: 
*Secretary
Michael McKibben*


*Vice President
Thomas O. McClellan*

State of Maryland
County of Baltimore

On this 23rd day of October, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of July, 2015.



Michael Bond

Michael Bond, Vice President