

**AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACTOR SERVICES**

Alvarez Enterprise Services

Janitorial Services

This Amendment No. 2 to Agreement for Contractor Services is made and entered into as of 4/13/2021, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Alvarez Enterprise Services, a Janitorial ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of November 12, 2019 (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount of One Hundred Fourteen Thousand Four Hundred Fifty Six dollars (\$114,456).

C. The Original Agreement had a term of seven (7) months commencing on 11/12/2019 and ending on 6/30/2020.

D. Amendment No. 1 extended the term of the agreement for an additional 12-month term as provided for in the terms of the Original Agreement. Compensation remained at \$114,456 for FY20-21.

E. The parties now desire to amend the scope of services and increase the payment for such services as set forth in this Amendment No 2.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

Contractor shall also perform the services described in Contractor's 3/11/2021 Proposal (attached to this Amendment No. 2 as Exhibit A-1 Option 1). Contractor shall provide such services at the time, place, and in the manner specified in Exhibit A-1 Option 1, subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, of the Original Agreement is hereby amended and restated in its entirety as follows:

Compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Proposal (referenced collectively as Exhibit A-1 - Amendment No. 2 and Exhibit A - Original Agreement) which are attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed **One Hundred Thirty-Six Thousand Two Hundred Fifty-Six dollars (\$136,256)** without additional written authorization from the City Council. Annual compensation during each renewal term, if any, shall not exceed One Hundred Thirty-Six Thousand Two Hundred Fifty-Six dollars (\$136,256). Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses, shall be reimbursed at cost without an

inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

"CITY"

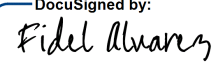
CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

Alvarez Enterprise Services

DocuSigned by:

1E551E63E6EE412
City Manager

DocuSigned by:

A90A72164F20470...
Fidel Alvarez - Owner

Date: 4/27/2021 | 11:10 AM PDT

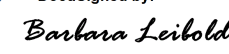
Date: 4/27/2021 | 11:02 AM PDT

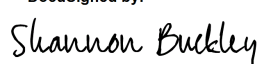
ATTEST:

DocuSigned by:

2941B149748C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

A5086D9096AF48C
City Attorney

DocuSigned by:

678EB35A1E42495...
Risk Manager

Attachments: Exhibit A-1 – Contractor's Proposal

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]

JANITORIAL SERVICES



Prepared for

CITY OF LAKE ELSINORE
Public Works Department
215 W Graham Ave
Lake Elsinore, California, 92530

Prepared by

Fidel Alvarez

Alvarez Enterprise Services

40974 Bankhall St, Lake Elsinore CA, 92532

951-387-0051

ffidel@hotmail.com

Submitted on

3/11/2021

COST PROPOSAL / COST BREAKDOWN

Based on our analysis of your needs and the nature of our proposed solution, the total monthly funds required for the location at **215 W Graham Ave** are estimated at:

Option1: \$1215.00

3-day cleaning of facilities and common areas. Included are the consumables; toilet paper, seat covers, soap and trash bags.

Deep cleaning per room when requested \$120.00.

Option 2: \$2449.00

4-day cleaning of facilities and common areas.

Cleaning of all 16 rooms 2 times per month.

Price Includes are all consumables, toilet paper, seat covers, hand soap and trash bags.

PAYMENT TERMS

This proposal provides an estimate of total costs. All amounts exceeding this quotation are subject to the approval of the City of Lake Elsinore.

The above charges are a total figure including wages, cleaning supplies and equipment, payroll taxes and insurance, vacation, supervision, and all other contractor costs.

Due to minimum wage increase in California the monthly charge for each year will change to comply with state regulations.

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/14/2020												
PRODUCER TRADESTONE INSURANCE SERVICES, INC. 14772 PIPELINE AVE. STE. B CHINO HILLS, CA 91709 TEL: 909-597-4241; FAX: 909-597-4281		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Alvarez Enterprise Services 40974 Bankhall St Lake Elsinore CA 92532		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Associated Industries Insurance Co, Inc.</td> <td>23140</td> </tr> <tr> <td>INSURER B: California Automobile Insurance Co</td> <td>38342</td> </tr> <tr> <td>INSURER C: National Union Fire Insurance Company</td> <td>19445</td> </tr> <tr> <td>INSURER D: Sirius America Insurance Co</td> <td>38776</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Associated Industries Insurance Co, Inc.	23140	INSURER B: California Automobile Insurance Co	38342	INSURER C: National Union Fire Insurance Company	19445	INSURER D: Sirius America Insurance Co	38776	INSURER E:	
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COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	NA168725000	10/05/2020	10/05/2021	EACH OCCURRENCE	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				\$ 1,000,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	X	AUTOMOBILE LIABILITY	BA040000037102	10/10/2020	10/10/2021	COMBINED SINGLE LIMIT (Ea accident)	
		<input type="checkbox"/> ANY AUTO				\$ 1,000,000	
		<input type="checkbox"/> ALL OWNED AUTOS					
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
C	X	EXCESS/UMBRELLA LIABILITY	EBU015476363	10/05/2020	10/05/2021	EACH OCCURRENCE	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$ 2,000,000	
						AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$	
		<input type="checkbox"/> RETENTION \$				\$	
D	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC50351-20	07/17/2020	07/17/2021	WC STATU-TORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM WILL BE PROVIDED**CERTIFICATE HOLDER**


Lake Elsinore City

130 South Main Street
Lake Elsinore, CA 92530

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

 **<SAC>**

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: ALVAREZ ENTERPRISE SERVICES
Business Location: 40974 BANKHALL ST
LAKE ELSINORE, CA 92532-1641
Owner Name(s): FIDEL ALVAREZ

ALVAREZ ENTERPRISE SERVICES
40974 BANKHALL ST
LAKE ELSINORE, CA 92532-1641

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF LAKE ELSINORE

Administrative Services - Licensing
130 South Main Street, Lake Elsinore, CA 92530
PH (951) 674-3124

BUSINESS LICENSE NO. 022262
Business Type: RESIDENTIAL BUSINESS/OFFICE USE ONLY
Description: JANITORIAL / GRAFFITI REMOVAL

Issue Date: 7/1/2020 **Expiration Date:** 6/30/2021

THIS IS YOUR LICENSE • NOT TRANSFERABLE