

6) **Amendment No. 3 to the On-Call Contractor Services Agreement with Alvarez Enterprise Services for Monthly Janitorial Services for City Parks**

Approve and authorize the City Manager to execute Amendment No. 3 to the contract with Alvarez Enterprise Services in an amount not to exceed \$44,717.04 for four (4) months of Monthly Janitorial Services for City Parks, with such amendment to be prepared and approved by the City Attorney and authorize the City Manager to execute change orders not to exceed a 10% contingency amount of \$4,471.00 for uncertainties and adjustments.



## REPORT TO CITY COUNCIL

**To:** Honorable Mayor and Members of the City Council

**From:** Jason Simpson, City Manager

**Prepared by:** Rick DeSantiago, Public Works Manager

**Date:** August 8, 2023

**Subject:** Amendment No. 3 to the On-Call Contractor Services Agreement with Alvarez Enterprise Services for Monthly Janitorial Services for City Parks

### **Recommendation**

Approve and authorize the City Manager to execute Amendment No. 3 to the contract with Alvarez Enterprise Services in an amount not to exceed \$44,717.04 for four (4) months of Monthly Janitorial Services for City Parks, with such amendment to be prepared and approved by the City Attorney and authorize the City Manager to execute change orders not to exceed a 10% contingency amount of \$4,471.00 for uncertainties and adjustments.

### **Background**

On June 30, 2023, Alvarez Enterprise Services completed a four-year contract with the City of Lake Elsinore for monthly janitorial services at Citywide Parks. At the completion of the four-year contract, the City and Alvarez Enterprise Services agreed to seek an extension of the contract to continue janitorial services at City Parks for four (4) additional months while City staff evaluates other service options. The total planned compensation for the four month period is \$44,717.04 and will be paid in monthly installments, with a 10% contingency.

### **Discussion**

The amendment will provide for the continued performance of monthly janitorial services to city park restrooms, locking of park gates where necessary seven days a week including holidays. This will ensure the continued On-Call support is in place for immediate operational demands and continued services are provided through October.

### **Fiscal Impact**

Funds are available in the City's Fiscal Year 23/24 Operating Budget.

**Attachments**

The City Attorney's Office will prepare Amendment No. 3 consistent with the City Council's approval.

Attachment 1 – Amendment No. 2

Attachment 2 – Amendment No. 1

Attachment 3 – Original Agreement

**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.

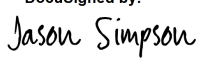
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

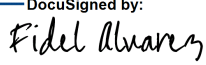
"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

Alvarez Enterprise Services

DocuSigned by:  
  
1E551E63E6EE412  
City Manager

DocuSigned by:  
  
A90A72164F20470...  
Fidel Alvarez - Owner

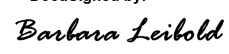
Date: 4/27/2021 | 11:10 AM PDT

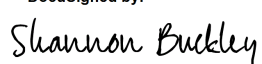
Date: 4/27/2021 | 11:02 AM PDT

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**

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## ***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.

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>10/14/2020</b>												
<b>PRODUCER</b> <b>TRADESTONE INSURANCE SERVICES, INC.</b> <b>14772 PIPELINE AVE. STE. B</b> <b>CHINO HILLS, CA 91709</b> <b>TEL: 909-597-4241; FAX: 909-597-4281</b>		<b>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.</b>												
<b>INSURED</b> <b>Alvarez Enterprise Services</b> <b>40974 Bankhall St</b> <b>Lake Elsinore CA 92532</b>		<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: <b>Associated Industries Insurance Co, Inc.</b></td> <td><b>23140</b></td> </tr> <tr> <td>INSURER B: <b>California Automobile Insurance Co</b></td> <td><b>38342</b></td> </tr> <tr> <td>INSURER C: <b>National Union Fire Insurance Company</b></td> <td><b>19445</b></td> </tr> <tr> <td>INSURER D: <b>Sirius America Insurance Co</b></td> <td><b>38776</b></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Associated Industries Insurance Co, Inc.</b>	<b>23140</b>	INSURER B: <b>California Automobile Insurance Co</b>	<b>38342</b>	INSURER C: <b>National Union Fire Insurance Company</b>	<b>19445</b>	INSURER D: <b>Sirius America Insurance Co</b>	<b>38776</b>	INSURER E:	
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INSURER D: <b>Sirius America Insurance Co</b>	<b>38776</b>													
INSURER E:														

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

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**

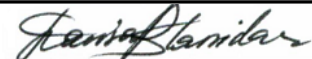
**Lake Elsinore City**

**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

**AMENDMENT NO. 1  
TO AGREEMENT FOR CONTRACTOR SERVICES  
Alvarez Enterprise Services**

**Janitorial Services**

This Amendment No. 1 to Agreement for Contractor Services ("Amendment No. 1") is made and entered into as of July 1, 2020 by and between the City of Lake Elsinore, a municipal corporation ("City), and Alvarez Enterprise Services ("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 not to exceed One Hundred Fourteen Thousand Four Hundred Fifty-Six dollars (\$114,456) for Fiscal Year 2019/2020.

C. The term of the Original Agreement was for seven (7) months and allows the City to extend the term on a 12-month basis, not to exceed three (3) additional 12 month renewals.

D. The parties now desire to extend the term for an additional 12-monthsm for such services as set forth in this Amendment No 1.

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

1. Section 2, subpart C, Term, of the Original Agreement is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 1 shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2020 and ending on June 30, 2021. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed two (2) additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

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

Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A to the Original Agreement).

In no event shall Contractor's compensation related to Exhibit A to the Original Agreement exceed One Hundred Fourteen Thousand Four

Hundred Fifty Six dollars (\$114,456) for Fiscal Year 2020-2021 without additional written authorization from the City.

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A 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.

4. 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. 1 to be executed on the respective dates set forth below.

"CITY"

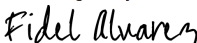
CITY OF LAKE ELSINORE, a municipal corporation

DocuSigned by:  
  
Grant Yates, City Manager

Date: 7/20/2020 | 9:23 AM PDT

"CONTRACTOR"


Alvarez Enterprise Services

DocuSigned by:  
  
By: Fidel Alvarez

Its: Owner

Date: 7/20/2020 | 9:10 AM PDT

ATTEST:

DocuSigned by:  
  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
City Attorney

DocuSigned by:  
  
Risk Manager

Attachments: Exhibit A – Original Agreement

EXHIBIT A  
ORIGINAL AGREEMENT  
[ATTACHED]

**AGREEMENT FOR CONTRACTOR SERVICES  
Alvarez Enterprise Services**

**Janitorial Services**

This Agreement for Contractor Services (the "Agreement") is made and entered into as of November 12, 2019 by and between the City of Lake Elsinore, a municipal corporation ("City") and Alvarez Enterprise Services ("Contractor").

**RECITALS**

A. The City has determined that it requires the following services: Janitorial Services for city park restrooms, locking of park gates where necessary seven days a week including holidays.

B. Contractor has submitted to City a proposal, dated 10/14/2019, attached hereto as Exhibit A ("Contractor's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services and related work described in this Agreement on the terms and conditions described herein.

D. City desires to retain Contractor to perform the services and related work as provided herein and Contractor desires to provide such services and related work as set forth in this Agreement.

**AGREEMENT**

1. Scope of Services. Contractor shall perform the services and related work described in Contractor's Proposal (Exhibit A). Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services and related work to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Contractor's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

b. Performance Schedule. Contractor shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services and related work within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term.

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of seven (7) months, commencing on November 12, 2019, and ending on June 30, 2020. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed three (3) additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

3. Compensation. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed **One Hundred Fourteen Thousand Four Hundred Fifty Six dollars (\$114,456)** without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A 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.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Reserved.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges

that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Contractor, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

#### 8. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated

representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Interests of Contractor. Contractor (including principals, associates and management employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2))

12. Ability of Contractor. City has relied upon the training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent contractors in Contractor's field of expertise.

13. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior

to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore  
Attn: City Manager  
130 South Main Street  
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore  
Attn: City Clerk  
130 South Main Street  
Lake Elsinore, CA 92530

If to Contractor: Alvarez Enterprise Services  
Attn: Mr. Fidel Alvarez  
40974 Bankhall Street  
Lake Elsinore, CA 92532

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Contractor and the subcontractors listed in Exhibit B. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or

obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

22. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

27. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

28. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

29. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

DocuSigned by:



Grant Yates, City Manager

“CONTRACTOR”

Alvarez Enterprise Services

DocuSigned by:



A89A72164F39470...

By: Fidel Alvarez

Its: Owner

ATTEST:

DocuSigned by:



City Clerk

Date: 11/14/2019 | 3:13 PM PST

APPROVED AS TO FORM:

DocuSigned by:



City Attorney

EXHIBIT A

CONTRACTOR'S SCOPE OF WORK AND PROPOSAL PRICE BREAKDOWN

[ATTACHED]

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]

NONE

## PROPOSAL BID SCHEDULE

## Addendum A

CONTRACTOR: Alvarez Enterprise Services\_\_\_\_\_

Base Bid: All park restrooms to be serviced (7) days per week and ALL holidays with exception of Rosetta Sports Park.

NOTE: Please refer to original RFP for description and clarifications of Basic Service. The Proposal shall include, but not limited to, sales tax and all other applicable taxes and fees.

	SITE ADDRESS	SERVICE DAYS	LOCK GATE	MONTHLY COST
1.	Alberhill Community Park 28200 Lake Street	Monday-Sunday and all Holidays	n/a	\$419.70
2.	Canyon Hills Community Park 34360 Canyon Hills Road	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
3.	Creekside Park 3200 Lost Road	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
4.	Lakepoint Park 420 E. Lakeshore Drive	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
5.	Machado Park 15150 Joy Street	Monday-Sunday and all Holidays	Lock Gate Monday-Sunday	\$419.70
6.	McVicker Canyon Park Community Park 29355 Grand avenue	Monday-Sunday and all Holidays	Lock Gate (2) Monday-Sunday	\$419.70
7.	McVicker Canyon Park Skate Park 29355 Grand avenue	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
8.	Rosetta Canyon Community Park and Office 39423 Ardenwood Way	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
9.	Rosetta Sports Park 39423 Ardenwood Way	Sunday, Wednesday, Friday, Saturday and all Holidays	n/a	\$480.00
10.	Serenity Park Palomar Street / Silverwood Drive	Monday-Sunday and all Holidays	n/a	\$419.70
11.	Summerhill Park 31613 Summerhill Drive	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
12.	Summerlake Park 900 W. Broadway	Monday-Sunday and all Holidays	n/a	\$419.70
13.	Summerly Park 18505 Malaga	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
14.	Swick & Matich Park Concession Stand Building Restroom 402 Limited Street	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
15.	Swick & Matich Park Ballfield Restroom	Monday-Sunday and all Holidays	n/a	\$210.00

	402 Limited Street			
16.	Tuscany Hills Park 30 Summerhill Drive	Monday-Sunday and all Holidays	Lock Gate (3) Monday-Sunday	\$419.70
17.	Yarborough Park 419 n. Poe Street	Monday-Sunday and all Holidays	n/a	\$419.70
18.	Seaport Boat Launch 500 W. Lakeshore Dr.	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
19.	Christiansen Park 32934 Pacifica Place	Monday-Sunday and all Holidays	n/a	\$419.70

#### MONTHLY COST PROPOSAL TOTAL

Alternative 'A' Contractor supplies ALL Consumables.

Alternative 'A' Total Amount of Bid Proposal in NUMBERS: \$ **9538.00**\_\_\_\_\_

Alternative 'A' Total Amount of Bid Proposal in WORDS: **nine thousand five hundred thirty eight dls no cents**

Alternative 'B' City supplies All Consumables.

Alternative 'B' Total Amount of Bid Proposal in NUMBERS: \$ **7824.00**\_\_\_\_\_

Alternative 'B' Total Amount of Bid Proposal in WORDS: **Seven thousand eight hundred twenty four dls**

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>11/14/2019</b>
PRODUCER <b>TRADESTONE INSURANCE SERVICES, INC.</b> <b>14772 PIPELINE AVE. STE. B</b> <b>CHINO HILLS, CA 91709</b> <b>TEL: 909-597-4241; FAX: 909-597-4281</b>	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  <b>Alvarez Enterprise Services</b> <b>40974 Bankhall St</b> <b>Lake Elsinore CA 92532</b>	INSURERS AFFORDING COVERAGE  INSURER A: <b>Amtrust International Underwriters Ltd.</b> INSURER B: <b>California Automobile Insurance Company</b> INSURER C: <b>National Union Fire Insurance Company</b> INSURER D: INSURER E:	NAIC #


**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	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<b>A</b>	<b>X</b>	<b>GENERAL LIABILITY</b>	<b>XN106816303</b>	<b>10/05/2019</b>	<b>10/05/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b>	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ <b>5,000</b>	
						PERSONAL & ADV INJURY \$ <b>1,000,000</b>	
						GENERAL AGGREGATE \$ <b>2,000,000</b>	
						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>	
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
<b>B</b>		<b>AUTOMOBILE LIABILITY</b>	<b>BA040000037102</b>	<b>10/10/2019</b>	<b>10/10/2020</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$	
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$	
		<input type="checkbox"/> ANY AUTO			OTHER THAN EA ACC \$		
					AUTO ONLY: AGG \$		
<b>C</b>	<b>X</b>	<b>EXCESS/UMBRELLA LIABILITY</b>	<b>EBU20241749</b>	<b>10/05/2019</b>	<b>10/05/2020</b>	EACH OCCURRENCE \$ <b>2,000,000</b>	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ <b>2,000,000</b>	
		<input type="checkbox"/> DEDUCTIBLE					
		<input type="checkbox"/> RETENTION \$					
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT \$	
If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	
<b>OTHER</b>							

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****CANCELLATION**

<b>Lake Elsinore City</b>  <b>130 South Main Street</b> <b>Lake Elsinore, CA 92530</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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  <b>&lt;SAC&gt;</b>
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## **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.

### CERTIFICATE OF EXEMPTION FROM WORKER'S COMPENSATION LAWS

I am aware of the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I affirm that at all times in performing the work for which this Certificate is provided I will not employ any person in any manner so that I become subject to the workers' compensation laws of California. I also understand that if while performing the work for which this Certificate is provided I employ someone so that I become subject to the workers' compensation laws of California, the claim of exemption executed under this form will no longer be valid. I affirm that if I become subject to the workers' compensation laws of California while performing the work for which this Certificate is provided I will obtain a Certificate of Workers' Compensation Insurance, submit that Certificate to Resources Legacy Fund immediately following its effective date, and continuously maintain the coverage provided by the Certificate in accordance with the law.

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate.

Signature: Fidel Alvarez Date: 6/26/2020

Name: Fidel Alvarez

Title: President / owner

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

## **AGREEMENT FOR CONTRACTOR SERVICES Alvarez Enterprise Services**

### **Janitorial Services**

This Agreement for Contractor Services (the "Agreement") is made and entered into as of November 12, 2019 by and between the City of Lake Elsinore, a municipal corporation ("City") and Alvarez Enterprise Services ("Contractor").

### **RECITALS**

A. The City has determined that it requires the following services: Janitorial Services for city park restrooms, locking of park gates where necessary seven days a week including holidays.

B. Contractor has submitted to City a proposal, dated 10/14/2019, attached hereto as Exhibit A ("Contractor's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services and related work described in this Agreement on the terms and conditions described herein.

D. City desires to retain Contractor to perform the services and related work as provided herein and Contractor desires to provide such services and related work as set forth in this Agreement.

### **AGREEMENT**

1. Scope of Services. Contractor shall perform the services and related work described in Contractor's Proposal (Exhibit A). Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services and related work to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Contractor's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

b. Performance Schedule. Contractor shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services and related work within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term.

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period of seven (7) months, commencing on November 12, 2019, and ending on June 30, 2020. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed three (3) additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

3. Compensation. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's compensation exceed **One Hundred Fourteen Thousand Four Hundred Fifty Six dollars (\$114,456)** without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A 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.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Reserved.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City acknowledges

that any use of such materials in a manner beyond the intended purpose as set forth herein shall be at the sole risk of the City. City further agrees to defend, indemnify and hold harmless Contractor, its officers, officials, agents, employees and volunteers from any claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of the City's use of such materials in a manner beyond the intended purpose as set forth herein.

a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

#### 8. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated

representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor. It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Interests of Contractor. Contractor (including principals, associates and management employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2))

12. Ability of Contractor. City has relied upon the training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent contractors in Contractor's field of expertise.

13. Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior

to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore  
Attn: City Manager  
130 South Main Street  
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore  
Attn: City Clerk  
130 South Main Street  
Lake Elsinore, CA 92530

If to Contractor: Alvarez Enterprise Services  
Attn: Mr. Fidel Alvarez  
40974 Bankhall Street  
Lake Elsinore, CA 92532

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Contractor and the subcontractors listed in Exhibit B. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or

obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

22. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

27. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

28. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

29. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

DocuSigned by:



Grant Yates, City Manager

"CONTRACTOR"

Alvarez Enterprise Services

DocuSigned by:



A89A72164F39470...

By: Fidel Alvarez

Its: Owner

ATTEST:

DocuSigned by:



29A1B149748C400...

City Clerk

Date: 11/14/2019 | 3:13 PM PST

APPROVED AS TO FORM:

DocuSigned by:



A5086D9096AF48C...

City Attorney

EXHIBIT A

CONTRACTOR'S SCOPE OF WORK AND PROPOSAL PRICE BREAKDOWN

[ATTACHED]

EXHIBIT B  
LIST OF SUBCONTRACTORS  
[ATTACHED]

NONE

## PROPOSAL BID SCHEDULE

## Addendum A

CONTRACTOR: Alvarez Enterprise Services\_\_\_\_\_

Base Bid: All park restrooms to be serviced (7) days per week and ALL holidays with exception of Rosetta Sports Park.

NOTE: Please refer to original RFP for description and clarifications of Basic Service. The Proposal shall include, but not limited to, sales tax and all other applicable taxes and fees.

	SITE ADDRESS	SERVICE DAYS	LOCK GATE	MONTHLY COST
1.	Alberhill Community Park 28200 Lake Street	Monday-Sunday and all Holidays	n/a	\$419.70
2.	Canyon Hills Community Park 34360 Canyon Hills Road	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
3.	Creekside Park 3200 Lost Road	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
4.	Lakepoint Park 420 E. Lakeshore Drive	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
5.	Machado Park 15150 Joy Street	Monday-Sunday and all Holidays	Lock Gate Monday-Sunday	\$419.70
6.	McVicker Canyon Park Community Park 29355 Grand avenue	Monday-Sunday and all Holidays	Lock Gate (2) Monday-Sunday	\$419.70
7.	McVicker Canyon Park Skate Park 29355 Grand avenue	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
8.	Rosetta Canyon Community Park and Office 39423 Ardenwood Way	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
9.	Rosetta Sports Park 39423 Ardenwood Way	Sunday, Wednesday, Friday, Saturday and all Holidays	n/a	\$480.00
10.	Serenity Park Palomar Street / Silverwood Drive	Monday-Sunday and all Holidays	n/a	\$419.70
11.	Summerhill Park 31613 Summerhill Drive	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
12.	Summerlake Park 900 W. Broadway	Monday-Sunday and all Holidays	n/a	\$419.70
13.	Summerly Park 18505 Malaga	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
14.	Swick & Matich Park Concession Stand Building Restroom 402 Limited Street	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
15.	Swick & Matich Park Ballfield Restroom	Monday-Sunday and all Holidays	n/a	\$210.00

	402 Limited Street			
16.	Tuscany Hills Park 30 Summerhill Drive	Monday-Sunday and all Holidays	Lock Gate (3) Monday-Sunday	\$419.70
17.	Yarborough Park 419 n. Poe Street	Monday-Sunday and all Holidays	n/a	\$419.70
18.	Seaport Boat Launch 500 W. Lakeshore Dr.	Monday-Sunday and all Holidays	Lock Gate (1) Monday-Sunday	\$419.70
19.	Christiansen Park 32934 Pacifica Place	Monday-Sunday and all Holidays	n/a	\$419.70

## MONTHLY COST PROPOSAL TOTAL

Alternative 'A' Contractor supplies ALL Consumables.

Alternative 'A' Total Amount of Bid Proposal in NUMBERS: \$ **9538.00**\_\_\_\_\_

Alternative 'A' Total Amount of Bid Proposal in WORDS: **nine thousand five hundred thirty eight dls no cents**

Alternative 'B' City supplies All Consumables.

Alternative 'B' Total Amount of Bid Proposal in NUMBERS: \$ **7824.00**\_\_\_\_\_

Alternative 'B' Total Amount of Bid Proposal in WORDS: **Seven thousand eight hundred twenty four dls**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2019

<b>PRODUCER</b> <b>TRADESTONE INSURANCE SERVICES, INC.</b> <b>14772 PIPELINE AVE. STE. B</b> <b>CHINO HILLS, CA 91709</b> <b>TEL: 909-597-4241; FAX: 909-597-4281</b>		<b>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.</b>	
<b>INSURED</b> <b>Alvarez Enterprise Services</b> <b>40974 Bankhall St</b> <b>Lake Elsinore CA 92532</b>		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>Amtrust International Underwriters Ltd.</b>	
		INSURER B: <b>California Automobile Insurance Company</b>	
		INSURER C: <b>National Union Fire Insurance Company</b>	
		INSURER D:	
		INSURER E:	

## 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	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b>	<b>XN106816303</b>	<b>10/05/2019</b>	<b>10/05/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ <b>5,000</b>
						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
						GENERAL AGGREGATE \$ <b>2,000,000</b>
						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B		<b>AUTOMOBILE LIABILITY</b>	<b>BA040000037102</b>	<b>10/10/2019</b>	<b>10/10/2020</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
C	X	<b>EXCESS/UMBRELLA LIABILITY</b>	<b>EBU20241749</b>	<b>10/05/2019</b>	<b>10/05/2020</b>	EACH OCCURRENCE \$ <b>2,000,000</b>
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ <b>2,000,000</b>
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
						\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
		<b>OTHER</b>				

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

*Denia Hernandez* <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:** 7/1/2019 **Expiration Date:** 6/30/2020

THIS IS YOUR LICENSE • NOT TRANSFERABLE