

SHORT FORM PURCHASE OF SERVICE CONTRACT

The parties to this Short Form Purchase of Goods and/or Services Contract (Contract) do mutually agree and promise as follows:

1. Parties: The parties to this Contract are the CITY OF LAKE ELSINORE, a municipal corporation (City) and the following named Contractor:

Name: Louie Tozser Design, Inc.

Street Address: 2510 Main Street

City/State/Zip: Riverside, CA 92501

Telephone: (951) 684-4050

Email: louie@louietdesign.com

Taxpayer ID #: 20-8435064

City Business License #: 2018-00630

2. Term: The effective date of this contract is 09/12/18 and it terminates upon completion of the scope of work unless sooner terminated as provided herein.

3. Contractor's Obligations:

- (a) To the satisfaction of the City's Project Manager, Contractor shall provide the following goods and/or services: (Attach extra sheet/s if necessary)

Fabricate (2) architectural 11' triangle panel art marque. 1/8 steel plate with internal bracing, powdercoat, delivery and mounting hardware. Does not include art panels.

- (b) Contractor shall perform the above-referenced services at or to the following specified location/s: (Attach extra sheet/s if necessary)

CULTURAL CENTER PARKING LOT

4. Supplemental Conditions: This Contract is subject to the Supplemental Conditions attached hereto, which are incorporated herein by reference.

5. Compensation: Contractor's total compensation for the goods and/or services performed under this Contract is \$29,997.60, to be paid as **(check one)**: (1) ☐ lump sum upon completion of all Contractor's Obligations; (2) ☐ lump sum per-task in the amounts indicated below, payable upon completion of each task; (3) ☐ lump sum per-task in the amounts indicated below, payable in monthly installments not to exceed the percentage completion of each task; (4) ☒ per attached written quote, up to a guaranteed not-to-exceed amount of \$29,997.60.

Task	Amount
Fabricate (2) architectural 11' triangle panel art marque. Steel plate, bracing, powdercoat, deliver and mounting hardware	\$29,997.60

6. Signatures: These signatures attest the parties' agreement hereto:

CONTRACTOR:

Louie Tozser Design, INC.

By: *Louie Tozser*
8BD333DC7DE349D...

CITY OF LAKE ELSINORE:

By: *Grant Yates*
CITY MANAGER
DocuSigned by: 1AEE77A9E24644E

By: *Susan M. Domen*
CITY CLERK
DocuSigned by: 199F707428902433...

Approved as to content/Insurance:

By: *Shannon Buckley*
CITY PURCHASING AGENT/RISK MANAGER
DocuSigned by: 83F8E3DA1E43405

SUPPLEMENTAL CONDITIONS

1. Independent Contractor. It is expressly agreed that Contractor is to perform or deliver the goods and/or services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants, employees, and subcontractors used by Contractor in providing said goods and/or services.
2. Cancellation. Either the City or Contractor may cancel this Contract at any time upon giving the other party five (5) calendar days' written notice of such cancellation. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation. Under no circumstances shall City be responsible for payment of lost profits, or damages beyond the total amount of compensation set in this Contract.
3. Assignment. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
4. Indemnity. Contractor shall indemnify, defend and hold the City harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property that may arise or result from Contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.
5. Anti-Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the American with Disabilities Act (42 U.S.C. § 12010, et seq.) or veteran's status. To the extent applicable, Contractor shall comply with all federal, state, and local laws regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
6. Legal Responsibilities. The Contractor shall keep itself informed of State, and Federal laws and regulations and the Lake Elsinore Municipal Code which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.
7. Insurance. During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements:

7.1 Commercial General and Automobile Liability Insurance.

Contractor, at its own cost and expense, shall maintain commercial general insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, coverage and automobile liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability 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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefore, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The following endorsements shall be attached to the policy:

7.1.1 Policy shall cover on an "occurrence basis."

7.1.2 Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

7.1.3 Broad form property damage endorsement must be attached.

7.1.4 Policy must cover contractual liability by amending the definition of "incidental contract" to include any written contract.

7.1.5 The City, its officers and employees shall be named by endorsement as an additional insured, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to any loss suffered by Contractor hereunder.

7.2 Worker's Compensation.

The Contractor, at its own cost and expense shall carry and maintain statutory Worker's Compensation Insurance and Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) with an insurance carrier satisfactory to the City. In the event Contractor is self-insured, it shall furnish the City with a Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California. If any injury occurs to any employee of Contractor for which the employee, or his dependents in the event of his death, is entitled to compensation from the City, the City may retain out of sums due the Contractor under this Contract an amount sufficient to cover such compensation as fixed by said Act, until such compensation is paid or until it is determined that no compensation is due and if the City is compelled to

pay such compensation, it will deduct and retain from the sums due the Contractor the amount so paid.

7.3 Additional Insurance Provisions.

Said policies shall constitute primary insurance as to the City, and its officers, agents, and employees, so that other insurance policies held by or for them or the City's self-insurance program shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.

7.4 Coverage Verification.

8.4.1 Upon notification of receipt by the City of a notice of cancellation, major change in coverage or expiration, Contractor shall file with the City a certified copy of the required new or renewal policy.

8.4.1 If, at any time during the life of the Contract or any extension thereof, Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately and all payments due or that become due to the Contractor will be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance will be sufficient cause for City to immediately terminate the Contract.

8. Payment of 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 1600, 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. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall determine the applicable prevailing rates and make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The provisions of this Section may be waived in if inapplicable to the services provided hereunder.

Louie Tozser Design, Inc.
 2510 Main St
 Riverside CA 92501
 951-684-4050



ESTIMATE

Date	Estimate
8/28/2018	Q-405A

Name / Address
City Of Lake Elsinore

Ship To

P.O. No.

Description	Total
<p>Fabricate (2) architectural 11' triangular panel art marquee as per your drawing. 1/8 steel plate with internal bracing, powdercoat, delivery, all mounting hardware, steel plate text on all 3 small triangle sides, "DOES NOT INCLUDE ART PANELS"</p> <p>Estimate for framed art panels for above with cutout art 3.5 X 3.5 -- \$350.00 each 3.5 X 9.5 -- \$750.00 each</p> <p>"Does not include installation"</p> <p>ESTIMATE GOOD FOR 15 DAYS</p>	27,840.00T

Louie Tozser Design inc shall not in any event be liable for incidental, consequential or special damages of any kind resulting from any use or failure of products, or any liability of buyer to a third party, damage or loss occasioned by such product including personal injury or property damage

Subtotal	\$27,840.00
Sales Tax (7.75%)	\$2,157.60
Total	\$29,997.60



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER

BASIC WEST INSURANCE AGENCY
1641 TARAVAL ST

SAN FRANCISCO

CA 94116-2389

INSURED

Louis Tozser
DBA: Louie Tozser Designs, Inc.
2510 Main Street
Riverside

CA 92501

CONTACT

NAME: Janet Bonilla

PHONE (A/C, No, Ext): 415-665-7400

FAX (A/C, No): 415-665-7713

E-MAIL: basicwest@aol.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Covington Specialty Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY		VBA645368 00	09/04/18	09/04/19	EACH OCCURRENCE \$ 1000000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
						MED EXP (Any one person) \$ 5000
A		X X				PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2000000
	OTHER					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as additional insured with respect to the operations of the insured per the attached additional insured endorsements.

CERTIFICATE HOLDER

CANCELLATION

City of Lake Elsinore

130 So. Main Street

Lake Elsinore

CA 92530

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COVINGTON SPECIALTY INSURANCE COMPANY

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Lake Elsinore	Location(s) as specified in written contract with the Additional Insured shown in the schedule of this endorsement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy No.: VBA645368

POLICY NUMBER: VBA645368 00

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

The City of Lake Elsinore

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

- D. If the contract between the additional insured and you requires that the insurance afforded by this policy be primary and noncontributory, this insurance shall be primary and noncontributory but only as to the general liability policy(ies) where that additional insured is listed as the named insured on the declaration page(s) of such policy(ies).

All other terms and conditions of this policy remain unchanged.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**ISSUE DATE: 09-27-2018****GROUP:**
POLICY NUMBER: 9238823-2018
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 09-26-2019
09-26-2018/09-26-2019**THE CITY OF LAKE ELSINORE**
130 S MAIN ST
LAKE ELSINORE CA 92530-4109**SP**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kent R. Van der ...".

Authorized Representative

A handwritten signature in black ink, appearing to read "Vernon Heimer".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.**ENDORSEMENT #1651 - TOZSER, LOUIE PRES SEC TRES - EXCLUDED.**

EMPLOYER

LOUIE TOZSER DESIGN INC.
2510 MAIN ST
RIVERSIDE CA 92501**SP**

[SO0,VL]



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**ISSUE DATE: 09-27-2018****GROUP:**
POLICY NUMBER: 9238823-2018
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 09-26-2019
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This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kent R. LaRue".

Authorized Representative

A handwritten signature in black ink, appearing to read "Vernon Heimer".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.**ENDORSEMENT #1651 - TOZSER, LOUIE PRES SEC TRES - EXCLUDED.**

EMPLOYER

LOUIE TOZSER DESIGN INC.
2510 MAIN ST
RIVERSIDE CA 92501**SP**

[SO0,VL]

BUSINESS NAME: LOUIE TOZSER DESIGN INC

BUSINESS LOCATION: 2510 MAIN ST
RIVERSIDE, CA 92501

OWNER NAME: LOUIE TOZSER

BUSINESS LICENSE NO. LIC-2018-00630

BUSINESS TYPE: SERVICE/GENERAL-MISC.

DESCRIPTION:

LOUIE TOZSER DESIGN INC
2510 MAIN ST
RIVERSIDE, CA 92501

Issue Date: 09/05/2018

Expiration Date: 09/30/2019