

**AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACTOR SERVICES
Evergreen Cleaning Solutions**

Janitorial Services

This Amendment No. 2 to Agreement for Contractor Services ("Amendment No. 2") is made and entered into as of March 28, 2017, by and between the City of Lake Elsinore, a municipal corporation ("City), and Evergreen Cleaning Solutions, a corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services as of August 25, 2015 (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 \$66,540 for Fiscal Year 2015/2016. The term of the Original Agreement was for ten (10) months and allows the City to extend the term on a 12-month basis, not to exceed three (3) additional 12 month renewals.

C. Amendment No.1 dated July 1, 2016, extended the term of the contract an additional twelve (12) months, and increase the compensation for such services to \$73,194 for Fiscal Year 2016/2017.

D. The parties now desire to modify 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 perform the services and related work described in Contractor's Revised Scope of Work (Exhibit A1) attached to Amendment No.2, in addition to Contractor's Proposal (Exhibit A) in the Original Agreement. Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Scope of Work (Exhibit A1), subject to the direction of the City through its staff that it may provide from time to time. Contractor acknowledges that the Scope of Services provides for 24 hour-a-day, 7 day-a-week, on-call support on an as needed basis.

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 B).

In no event shall Contractor's compensation related to Contractor's Proposal, Exhibit B exceed Ninety-Four Thousand Six Hundred Nineteen Dollars (\$94,619) Fiscal Year 2016-2017 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.

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"

EVERGREEN CLEANING SOLUTION

Grant Yates, City Manager

Fabrice Vuillemeys, President

Date:_____

Date:_____

ATTEST:

Susan Domen
City Clerk

APPROVED AS TO FORM:

Barbara Leibold
City Attorney

Attachments: Exhibit A Original Agreement
Exhibit A1 Revised Scope of Work
Exhibit B Revised Proposal Cost Analysis