

**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).

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"

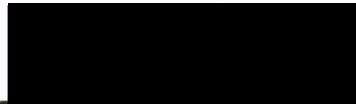
CITY OF LAKE ELSINORE, a municipal corporation



Date: 4/18/17

"CONTRACTOR"

EVERGREEN CLEANING SOLUTION



Fabrice Vuillemeys, President

Date: 04-10-17

ATTEST:



Susan Domen
City Clerk

APPROVED AS TO FACTS



Barbara Leibold
City Attorney

JANITORIAL SERVICES CONTRACT COSTS EVERGREEN CLEANING SOLUTIONS

PROPOSED FY 2017/2018 SCHEDULE / MONTHLY COST	
1	1
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EXHIBIT A

PROPOSAL BID SCHEDULE

CONTRACTOR: Evergreen Cleaning Solutions

Base Bid: Three (3) days per week of all Facility Buildings. All Park restrooms to be serviced Friday through Sunday and all holidays.

NOTE: The Proposal shall include, but not be limited to, sales tax and all other applicable taxes and fees.

	SITE ADDRESS	MONTHLY COST	DAYS TO BE CLEANED
1.	City Hall 130 S. Main St.	\$945.00	Monday, Wednesday, Friday
2.	City Hall Engineering Trailer 130 S. Main St	\$140.00	Monday, Wednesday, Friday
3.	City Yard Main Office 521 N. Langstaff St.	\$220.00	Monday, Wednesday, Friday
4.	City Yard Mechanic Shop 521 N. Langstaff St.	\$180.00	Monday, Wednesday, Friday
5.	City Yard Office Trailer 521 N. Langstaff St.	\$140.00	Monday, Wednesday, Friday
6.	Senior Center 420 East Lakeshore Dr.	\$525.00	Monday, Wednesday, Friday
7.	Senior Center Annex Building 420A East Lakeshore Dr.	\$140.00	Monday, Wednesday, Friday
8.	Cultural Center 183 North Main Street	\$490.00	Monday, Wednesday, Friday
9.	Lake Community Center 310 W. Graham St.	\$825.00	Monday, Wednesday, Friday
10.	Tiny Tots 400 W. Graham St.	\$225.00	Monday, Wednesday, Friday
11.	Chamber of Commerce 132 W. Graham St.	\$200.00	Monday, Wednesday, Friday
12.	Alberhill Community Park 28200 Lake St.	\$95.00	Friday, Saturday, Sunday and all Holidays
13.	Canyon Hills Community Park 34360 Canyon Hills Rd.	\$95.00	Friday, Saturday, Sunday and all Holidays
14.	City Park 243 S. Main St.	\$95.00	Friday, Saturday, Sunday and all Holidays

PROPOSAL SCHEDULE (Continued)

CONTRACTOR: Evergreen Cleaning Solutions

	SITE ADDRESS	MONTHLY COST	DAYS TO BE CLEANED
15.	Creekside Park 3200 Lost Road	\$95.00	Friday, Saturday, Sunday and all Holidays
16.	Lakepoint Park 420 E. Lakeshore Dr.	\$95.00	Friday, Saturday, Sunday and all Holidays
17.	Machado Park 15150 Joy St.	\$95.00	Friday, Saturday, Sunday and all Holidays
18.	McVicker Canyon Community Park 29355 Grand Ave.	\$140.00	Friday, Saturday, Sunday and all Holidays
19.	Rosetta Canyon Community Park 39423 Ardenwood Wy.	\$95.00	Friday, Saturday, Sunday and all Holidays
20.	Summerhill Park 31613 Canyon Estates Dr.	\$95.00	Friday, Saturday, Sunday and all Holidays
21.	Summerlake Park 900 W. Broadway	\$95.00	Friday, Saturday, Sunday and all Holidays
22.	Swick and Matich Park 402 Limited St.	\$140.00	Friday, Saturday, Sunday and all Holidays
23.	Tuscany Hills Park 30 Summerhill Dr.	\$95.00	Friday, Saturday, Sunday and all Holidays
24.	Yarborough Park 419 N. Poe St.	\$95.00	Friday, Saturday, Sunday and all Holidays
25.	La Laguna Resort 32040 Riverside Dr.	\$95.00	Friday, Saturday, Sunday and all Holidays
26.	Seaport Boat Launch 500 W. Lakeshore Dr.	\$95.00	Friday, Saturday, Sunday and all Holidays

MONTHLY COST PROPOSAL TOTAL

Total Amount of Base Bid Proposal in NUMBERS: \$5,545.00

Total Amount of Base Bid Proposal in WORDS:

Five Thousand Five Hundred forty Five Dollars

PROPOSAL SCHEDULE

CONTRACTOR: Evergreen Cleaning Solutions

Alternate Bid: Five (5) days per week of Facility Buildings. Seven (7) days per week of all Park restrooms.

NOTE: The Proposal shall include, but not be limited to, sales tax and all other applicable taxes and fees.

	SITE ADDRESS	MONTHLY COST	DAYS TO BE CLEANED
27.	City Hall 130 S. Main St.	\$1,350.00	Monday - Friday
28.	City Hall Engineering Trailer 130 S. Main St	\$200.00	Monday - Friday
29.	City Yard Main Office 521 N. Langstaff St.	\$310.00	Monday - Friday
30.	City Yard Mechanic Shop 521 N. Langstaff St.	\$250.00	Monday - Friday
31.	City Yard Office Trailer 521 N. Langstaff St.	\$200.00	Monday - Friday
32.	Senior Center 420 E. Lakeshore Dr.	\$750.00	Monday - Friday
33.	Senior Center Annex 420A E. Lakeshore Dr.	\$200.00	Monday - Friday
34.	Cultural Center 183 N. Main St.	\$700.00	Monday - Friday
35.	Lake Community Center 310 W. Graham St.	\$1,175.00	Monday - Friday
36.	Tiny Tots 400 W. Graham St.	\$320.00	Monday - Friday
37.	Chamber of Commerce 132 W. Graham St.	\$280.00	Monday - Friday
38.	Alberhill Community Park 28200 Lake St.	\$135.00	Monday – Sunday, and all Holidays
39.	Canyon Hills Community Park 34360 Canyon Hills Rd.	\$135.00	Monday – Sunday, and all Holidays
40.	City Park 243 S. Main St.	\$135.00	Monday – Sunday, and all Holidays
41.	Creekside Park 3200 Lost Road	\$135.00	Monday – Sunday, and all Holidays
42.	Lakepoint Park 420 E. Lakeshore Dr.	\$135.00	Monday – Sunday, and all Holidays
43.	Machado Park 15150 Joy St.	\$135.00	Monday – Sunday, and all Holidays

44.	McVicker Canyon Community Park 29355 Grand Ave.	\$200.00	Monday – Sunday, and all Holidays
45.	Rosetta Canyon Community Park 39423 Ardenwood Wy.	\$135.00	Monday – Sunday, and all Holidays
46.	Summerhill Park 31613 Canyon Estates Dr.	\$135.00	Monday – Sunday, and all Holidays
47.	Summerlake Park 900 W. Broadway	\$135.00	Monday – Sunday, and all Holidays
48.	Swick and Matich Park 402 Limited St.	\$200.00	Monday – Sunday, and all Holidays
49.	Tuscany Hills Park 30 Summerhill Dr.	\$135.00	Monday – Sunday, and all Holidays
50.	Yarborough Park 419 N. Poe St.	\$135.00	Monday – Sunday, and all Holidays
51.	La Laguna Resort 32040 Riverside Dr.	\$135.00	Monday – Sunday, and all Holidays
52.	Seaport Boat Launch 500 W. Lakeshore Dr.	\$135.00	Monday – Sunday, and all Holidays

MONTHLY COST PROPOSAL TOTAL

Total Amount of Alternative Bid Proposal in NUMBERS:
\$7,890.00

Total Amount of Alternative Bid Proposal in WORDS:
Seven Thousand Eight Hundred ninety Dollars

MONTHLY COST PROPOSAL TOTAL

Total Amount of Base Bid in NUMBERS: \$5,545.00

Total Amount of Base Bid in WORDS: Five Thousand Five Hundred Forty Five Dollars.

Total Amount of Alternate Bid in NUMBERS:
\$7,890.00

Total Amount of Alternate Bid in WORDS: Seven Thousand Eight Hundred ninety Dollars.

ON-CALL SERVICES

	SERVICE	UNIT	COST
53.	Wash and polish light fixtures, lamps, and reflectors	Per Fixture	\$6.00
54.	Machine carpet cleaning, other than scheduled requirement	Per Sq. Ft	\$0.17
55.	Special Event Cleaning of one Meeting Room at Lake Community Center	Per Event	\$50.00
56.	Special Event Cleaning of the Kitchen at Lake Community Center	Per Event	\$75.00
57.	Special Event Cleaning at Senior Center	Per Event	\$75.00
58.	Labor for On-Call Services (Day) 8 a.m. – 5 p.m.	Per Hour	\$25.00
59.	Labor for On-Call Services (Evening/Night) 5 p.m. – 8 a.m.	Per Hour	\$35.00
60.	Labor for On-Call Services Holidays	Per Hour	\$50.00

EXTRA SERVICES

	SERVICE	UNIT	COST
61.	Chair cleaning	Per Chair	\$9.00
62.	Power wash concrete approach/sidewalk in accordance with all laws & regulations	Per Sq Ft	\$0.10
63.	Power wash exterior building walls in accordance with all laws & regulations	Per Sq Ft	\$0.10
64.	Transfer recycled material from container (ranging from 20-50 gallons) in building to bin in parking lot	Per Container	\$2.00
65.	Clean exterior and interior of commercial oven	Per Unit	\$75.00
66.	Clean exterior and interior of residential refrigerator/freezer combination unit	Per Unit	\$40.00
67.	Clean exterior and interior of commercial refrigerator	Per Unit	\$50.00

NOTES:

1. On-call and/or extra services is not guaranteed.
2. Work to be performed either as-needed on-call and/or extra services shall be performed only by written work order authorization from the City. A work authorization delineating scope, schedule, and fee shall be provided by the City to the Contractor prior to the commencement of any on-call and/or extra services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2016

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	Steven P Hagar Insurance Services 41891 Kalmia St Suite B Murrieta, CA 92562 License #: 0700596	CONTACT NAME: Ryan Hagar PHONE: (951)677-3631 FAX: (951)698-3411 E-MAIL: ryan@hagarinsurance.com ADDRESS: ryan@hagarinsurance.com
INSURED	ENVIRONMENTAL CLEANING SOLUTIONS & SERVICES INC. DBA EVERGREEN CLEANING SOLUTIONS 23885 CORINTH DR. Murrieta, CA 92562	INSURER A: Developers Surety and Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00000000-10532

REVISION NUMBER: 2

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
A	X COMMERCIAL GENERAL LIABILITY		BIS 000732325	06/05/2016	06/05/2017	
	CLAIMS MADE X OCCUR					EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AGG \$ 1,000,000
						OTHER \$
	AUTOMOBILE LIABILITY		984957546	07/08/2016	07/08/2017	
	ANY AUTO					COMBINED SINGLE LIMIT (Per accident) \$
X	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$ 200,000
	HIRER AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$ 350,000
						PROPERTY DAMAGE (Per accident) \$ 100,000
						OTHER \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS MADE				AGGREGATE \$
		RETENTION \$				OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	C448286753	06/05/2016	06/05/2017	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					FL EACH ACCIDENT \$ 1,000,000
	If yes, describe above					FL DISEASE - EA EMPLOYEE \$ 1,000,000
	DESCRIPTION OF OPERATIONS BELOW					FL DISEASE - POLICY LIMIT \$ 1,000,000

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

Ten (10) days notice of cancellation for non-payment only.

City of Lake Elsinore, its elected or appointed officers, employees, agents, and volunteers are named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Lake Elsinore
130 South 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

AUT

(RMH)

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: EVERGREEN CLEANING SOLUTIONS

Business Location: 23885 CORINTH DR
MURRIETA, CA 92562-2125

Owner Name(s): FABRICE VULLEMEY

EVERGREEN CLEANING SOLUTIONS
23885 CORINTH DR
MURRIETA, CA 92562-2125

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. 022387

Business Type: SERVICE/JANITORIAL

Description: JANITORIAL SERVICES

Issue Date: 10/1/2016

Expiration Date: 9/30/2017

THIS IS YOUR LICENSE • NOT TRANSFERABLE