

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTOR SERVICES
Evergreen Cleaning Solutions**

Janitorial Services

This Amendment No. 1 to Agreement for Contractor Services ("Amendment No. 1") is made and entered into as of July 1, 2016 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.

C. 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.

D. The parties now desire to extend the term and increase the payment 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 Agreement, pursuant to Amendment No. 1 the Agreement shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2016 and ending on June 30, 2017. 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 Contractor's Proposal, Exhibit A exceed Sixty-Six Thousand Five Hundred Forty Dollars (\$66,540) for Fiscal Year 2015-2016 without additional written authorization from the City.

In no event shall Contractor's compensation related to Contractor's Proposal, Exhibit A exceed Seventy-Three Thousand One Hundred Ninty-Four Dollars (\$73,194) 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. 1 to be executed on the respective dates set forth below.

"CITY"
CITY OF LAKE ELSINORE, a
municipal corporation



Date: 7/28/16

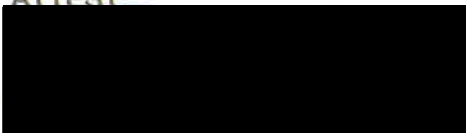
"CONTRACTOR"
EVERGREEN CLEANING SOLUTION



Fabrice V

Date: 07-26-16

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Attachments: **Original** Agreement

ORIGINAL AGREEMENT

[ATTACHED]

**AGREEMENT FOR CONTRACTOR SERVICES
Evergreen Cleaning Solutions**

Janitorial Services

This Agreement for Contractor Services (the "Agreement") is made and entered into as of August 25, 2015, by and between the City of Lake Elsinore, a municipal corporation ("City") and Evergreen Cleaning Solutions, a corporation ("Contractor").

RECITALS

A. The City has determined that it requires the following services: cleaning services at City-owned buildings, park restrooms, and lake facilities.

B. Contractor has submitted to City a proposal, dated February 8, 2015, 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, commencing on **August 25, 2015 and ending on June 30, 2016**. 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 **SIXTY SIX THOUSAND FIVE HUNDRED FORTY dollars (\$66,540)** 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. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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).)

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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: Evergreen Cleaning Solutions
Attn: Mr. Fabrice Vuilleme, President
23885 Corinth Drive
Murrieta, CA 92562

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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

[Redacted Signature]

Manager

"CONTRACTOR"

Evergreen Cleaning Solutions, a corporation

[Redacted Signature]

By: Fabrice Vuilleme

Its: President

ATTEST:

[Redacted Signature]

City Clerk

AP [Redacted Signature]

City Attorney

Attachments: Exhibit A – Contractor's Proposal
Exhibit B – List of Subcontractors

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]

EXHIBIT A

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 Traller 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.

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]

N/A

EXHIBIT B

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Steven P. Hager Insurance Services
P.O. Box 468
Murrieta, CA
Generations of Protection

951-677-3531

92564-0466

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
Environmental Cleaning Solutio
23885 Corinth Drive
Murrieta, CA 92562
Fabrice Vuillemeay

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Allied Insurance Company

INSURER B: Ace Insurance Company

INSURER C: HCC Surety Group

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.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	ACP 7803185579	6/19/2015	6/19/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (As contract) \$ 100,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 1,000
	GENERAL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> COC				GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY				PRODUCTS-COMPROP AGG \$ 2,000,000
	ANY AUTO				COMBINED SINGLE LIMIT (20 accident) \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS				AUTO ONLY - 20 ACCIDENT \$
	GARAGE LIABILITY				OTHER THAN EA ACC \$
	ANY AUTO				AUTO ONLY \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	C44828783	6/05/2015	6/05/2016	EL EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL DISEASE - EA EMPLOYEE \$ 1,000,000
	IF YES, SPECIFY LIMIT SPECIAL PROVISIONS below				EL DISEASE - FOLGY LIMIT \$ 1,000,000
C	OTHER	234884	4/26/2015	4/26/2016	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Ten (10) Days Notice of Cancellation for Non-Payment Only

CERTIFICATE HOLDER

City of Lake Elsinore
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

988



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

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A

Developers Surety and Indemnity Company

INSURER B

INSURER C

INSURER D

INSURER E

INSURER F

INSURED

ENVIRONMENTAL CLEANING SOLUTIONS & SERVICES INC.
DBA EVERGREEN CLEANING SOLUTIONS
23885 CORINTH DR.
Murrieta, CA 92562

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.

INSURER LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY		BIS 000732325	06/05/2016	06/05/2017	1,000,000
	COMBINED	X AGGREGATE				100,000
						5,000
						1,000,000
						2,000,000
						1,000,000
						1
	AUTOMOBILE LIABILITY		984957546	07/08/2016	07/08/2017	200,000
X	ANY AUTO	ROBBERY				350,000
	OWNED AUTO	THEFT				100,000
	UMBRELLA LIAB	OCUUM				1,000,000
	EXCESS LIAB	OCUUM				1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		C448286753	06/05/2016	06/05/2017	1,000,000
	ANY PERSONAL OR BUSINESS OWNED VEHICLE					1,000,000
	MANDATORY AUTO					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

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530

CANCELLATION

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

AUTH

(RMH)