

AMENDMENT NO. 6

TO PROFESSIONAL SERVICES AGREEMENT FOR BUS STOP CLEANING&MAINTENANCE

THIS SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR BUS STOP & MAINTENANCE (“Sixth Amendment”) by and between the CITY OF CARSON (“City”), and GOODWILL SERVING THE PEOPLE OF LOS ANGELES COUNTY, a California 501(c)(3) not for profit corporation (“Consultant”), is effective as of the 1st day of January, 2019.

RECITALS

A. On July 1, 2015, City and Consultant entered into that certain Professional Services Agreement For Bus Stop & Maintenance (“Agreement”) whereby Consultant agreed, for a six month period commencing July 1, 2015 and ending December 31, 2015, to provide routine cleaning and maintenance services, at 33 identified City bus stops with shelters and at 166 identified bus stops without shelters, five days per week, for a Contract Sum not to exceed \$37,907.10 (or \$6,317.85 per month).

B. On January 1, 2016, City and Consultant amended the Agreement for the first time, to extend the term of the Agreement for an additional six months ending June 30, 2016, at the same monthly rate, for an additional contract sum not to exceed \$37,907.10 (“First Amendment”).

C. On July 1, 2016, City and Consultant amended the Agreement for the second time, to extend the term for an additional six months ending December 31, 2016, and to increase the monthly service rate to \$6,696.92 per month, for an additional contract sum not to exceed \$40,181.52 for that six-month period (“Second Amendment”).

D. On January 1, 2017, City and Consultant amended the Agreement for the third time, to extend the term for an additional six months ending June 30, 2017, at a monthly rate of \$6,897.93 per month, for an additional contract sum not to exceed \$41,387.58 for that six-month period (“Third Amendment”).

E. On July 1, 2017, City and Consultant amended the Agreement for the fourth time, to extend the term for an additional six months ending December 31, 2017, at a monthly rate of \$7,104.87 per month, for an additional contract sum not to exceed \$42,629.22 for that six-month period (“Fourth Amendment”).

F. On January 1, 2018, City and Consultant amended the Agreement for the fifth time, to extend the term for an additional 12 months, ending December 31, 2018, and amended the scope of services, for the rate of \$7,318.02 per month, for an additional contract sum not to exceed \$87,816.24, for the 12-month period (“Fifth Amendment”).

G. City and Consultant now desire to amend the Agreement for the sixth time, to extend the term for an additional 12 months, ending December 31, 2019, and to amend the scope of services, for the rate of \$7,757.10 per month, for an additional contract sum not to exceed

\$93,085.20, for the 12-month period. This amendment, combined with the prior amendments, brings the cumulative Contract Sum to an amount not to exceed \$380,913.96.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike-through~~.)

A. Section 3.4, Term, shall be amended to read as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from July 1, 2015 until completion of the services but not past the date of December 31, ~~2019~~2018.”

B. Section I-V of Exhibit “A,” Scope of Services, are deleted in their entirety and replaced with the following:

“I. Consultant will perform the following services:

- a. Routine cleaning and maintenance shall be completed on all bus shelters/stops listed in Exhibit “A-1”.
- b. Description of Bus Stop Maintenance Responsibilities. Each shelter/stop will be serviced five (5) days per week. The cleaning area is defined as a minimum area of 20 feet in length and 10 feet in depth/from the curb to the back of sidewalk. All stop amenities including, but not limited to, the shelter, bench, signs, and refuse containers, will be power washed, sprayed, sanitized and wiped down according to accepted industry standard cleaning methods. This includes cleaning of all interior and exterior visible surfaces, taking care not to damage any of the surfaces. Consultant will provide all materials necessary to perform the Scope of Services.
- c. Maintenance of Glass and Plexiglass. Consultant shall clean all glass and plexiglass surfaces, including the map case, utilizing accepted, industry standard cleaning methods, such as the use of a squeegee.
- d. Refuse Collection: Trash cans located at bus stops must be emptied five (5) days per week. Trash liners should be well secured in order to contain the refuse within the container. If trash receptacles are found to be consistently overflowing, Consultant shall notify the City to determine if an extra receptacle is needed at the location, an increase in the frequency of trash collection is required, or if there are circumstances that warrant alternate City action. The Consultant shall also notify the City if there are missing and/or damaged trash container lids. The City will be responsible for replacing missing trash lids.
- e. The Consultant shall ensure that the public-right-of-way around the bus stop is free of debris, such as trash and leaves. The Consultant is instructed to contact the Transportation Services Division immediately to report any damage found to any

part of the bus stop. Missing signs and/or pavement stencils in need of refreshing will also be reported to the Division.

- f. Graffiti Removal. Consultant is to notify the City of any graffiti found at any shelter/stop. The City shall contact the appropriate department/division to resolve this matter.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. A detailed service schedule that clearly states the days when each bus shelter/stop will be serviced.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering a status reports:

- A. A monthly report detailing what shelters/stops were cleaned/maintained during the prior month. This report can be attached to the invoice.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by the City.

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Staff and representative of Goodwill Serving the People of Los Angeles County.”

C. Exhibit “A-1,” attached hereto and incorporated by reference, is added to the Agreement.

D. Section 2.1, Contract Sum, shall be amended to read:

“For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~Two Hundred Eighty Seven Thousand Eight Hundred Twenty Eight Dollars and Seventy Six Cents (\$287,828.76)~~**Three Hundred Eighty Thousand Nine Hundred Thirteen Dollars and Ninety Six Cents (\$380,913.96)** (“Contract Sum”).

E. Section I of Exhibit “C,” Schedule of Compensation, shall be amended to read:

“I. Consultant shall perform the following Services at the following rates:

1. For the period commencing July 1, 2015 and ending June 30, 2016: the monthly rate shall not exceed \$6,317.85 per month.

2. For the period commencing July 1, 2016 and ending December 31, 2016: the monthly rate shall not exceed \$6,696.92 per month.
3. For the period commencing January 1, 2017 and ending June 30, 2017: the monthly rate shall not exceed \$6,897.93 per month.
4. For the period commencing July 1, 2017 and ending December 31, 2017: the monthly rate shall not exceed \$7,104.87 per month.
5. For the period commencing January 1, 2018 and ending December 31, 2018: the monthly rate shall not exceed \$7,318.02 per month.
6. *For the period commencing January 1, 2019 and ending December 31, 2019: the monthly rate shall not exceed \$7,757.10 per month.*

F. Section IV of Exhibit “C,” Schedule of Compensation, shall be amended to read:

“The total compensation for the Services shall not exceed ~~\$287,828.76~~ **\$380,913.96** as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Sixth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Sixth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Sixth Amendment.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Sixth Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Sixth Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Sixth Amendment.

5. **Authority.** The persons executing this Sixth Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Sixth Amendment on behalf of said party, (iii) by so executing this Sixth Amendment, such party is formally bound to the provisions of this Sixth Amendment, and (iv) the entering into this Sixth Amendment does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause, CMC, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[eqg]

CONSULTANT:
GOODWILL SERVING THE PEOPLE OF
LOS ANGELES COUNTY, a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

Goodwill Service Stops

Carson Circuit - Route A: Cal-State Dominguez Hills

Stop	Location	Corner
0	South Bay Pavilion	Layover
1	Avalon/Del Amo	NE
2	Avalon/Elsmere	NE
3	Avalon/189th St.	SE
4	Avalon/184th St.	SE
5	Victoria/Avalon	SE
6	Tamcliff/Victoria	NE
7	Meadbrook/Lysander	NW
8	Rainsbury/Meadbrook	NE
9	Rainsbury/Haxby	SE
10	Sandlake/ Haxby	SE
11	Bitterlake/Lysander	SE
12	Bitterlake/Bauchard	SE
13	Bitterlake/Keene	SE
14	Bitterlake/Hardwick	SE
15	Amantha/Radbard	NW
16	Central/Radbard	SW
17	Victoria/Central	SE
18	Victoria/Tamcliff	NW
19	Avalon/Victoria	SW
20	Avalon/184th	SE
21	University/Avalon	SE
22	University/Coslin	SE
23	University/Central	SE
24	University/Nestor	SE
25	University/Grandee	SW
26	Wilmington/Univ.	SW
27	Cashdan/Craigjon	NW
28	Gunlock/Kramer	SW
29	Turmont Broadacres	NE
30	Turmont/Tajauta	NW
31	Turmont/Central	NW
32	(Annalee Elem)	NE
33	Turmont/Scobey	NW
34	Turmont/Campaign	NW
35	Galway/Turmont	SW
36	Denwall/Wadley	SE
37	South Bay Pavilion	Layover

Goodwill Service Stops

Carson Circuit Route B: Keystone

Stop	Location	Corner
0	South Bay Pavilion	Layover
1	Carson Mall/Avalon	SW
2	Avalon/213th St..	SW
3	Carson/Avalon	NW
4	Carson/Grace	NW
5	Carson/Neptune	NW
6	Carson/Dolores	NE
7	Carson/Orrick	NW
8	Main/218th St.	SW
9	Main/220th St.	SW
10	Main/223rd St.	SW
11	Main/225th St.	SW
12	Main/228th St.	SW
13	Main/231st St.	SW
14	234th St./Main	NW
15	234th/Moneta	NW
16	234th/Figueroa	NE
17	Figueroa/232nd St.	SE
18	228th/Figueroa	SE
19	228th/Caroldale	SE
20	Moneta/228th St.	NE
21	Moneta/Shadwell	NE
22	Moneta/224th St.	NE
23	Moneta/223rd St.	NE
24	Moneta/220th St.	NE
25	Moneta/Carson	NE
26	Carson/ Main	SE
27	Carson/Dolores	SE
28	Carson/Grace	SE
29	Avalon/Carson	NE
30	Avalon/213th	NE
31	Carson Mall/Avalon	SE
32	South Bay Pavilion	Layover

Goodwill Service Stops

Carson Circuit Route C: Scottsdale

Stop	Location	Corner
0	South Bay Pavilion	Layover
1	Carson Mall/Avalon	SW
2	Avalon/213th St.	SW
3	Avalon/Carson	SW
4	Avalon/220th St.	SW
5	223rd St./Avalon	NW
6	Grace/223rd St.	SW
7	Grace/South of 224th St.	W
8	228th St./Grace	SE
9	228th St./Marine	SE
10	Avalon/Bayport	SW
11	Avalon/Scottsdale	NW
12	Sepulveda/Avalon	NW
13	Sepulveda/Panama	NW
14	Dolores/Sepulveda	NE
15	Dolores/236th St.	SE
16	Scott Park	E
17	Catskill/233rd St.	NE
18	229th/Catskill	NW
19	Dolores/229th St.	NE
20	Dolores/228th St.	NE
21	Dolores/223rd St.	SE
22	223rd/Grace	SE
23	223rd/Avalon	SE
24	Bonita/220th St.	NE
25	Bonita/Civic Center	NE
26	Community Center	NE
27	Desford/Civic Center Dr.	NE
28	Avalon/213th St.	NE
29	Carson Mall/Avalon	NE
30	South Bay Pavillion	Layover

Goodwill Service Stops
Carson Circuit Route D: Metro Blue Line 1

Stop	Location	Corner
0	South Bay Pavilion	Layover
1	Del Amo/Leapwood	SE
2	Del Amo/Tillman	SE
3	Del Amo/Central	SE
4	Del Amo/Tajauta	SE
5	Del Amo/Alvo	SE
6	Del Amo/Wilmington	SW
7	Del Amo/Fordyce	SE
8	Del Amo/2660 Del Amo	S
9	Del Amo/Santa Fe	NE
10	Santa Fe/Del Amo	SW
11	Santa Fe/ El Presidio	SW
12	Santa Fe/Van Buren	SW
13	Santa Fe/Dominguez	SW
14	Santa Fe/Madison	SW
15	Carson/Santa Fe	NW
16	Carson/Evonda	NW
17	Carson/Harborview	NW
18	Carson/Bataan	NW
19	Carson/Arnold Center Road	NW
20	Carson/Wilmington	NW
21	Carson/Martin	NW
22	Carson/Vera	NW
23	Carson/Perry	NW
24	Carson/Bonita	NW
25	Carson/Avalon	NE
26	Avalon/213th St.	NE
27	Carson Mall/Avalon	SE
28	South Bay Pavilion	Layover

CITY OF CARSON
Goodwill Service Stops
Carson Circuit Route E: Del Amo

Stop	Location	Corner
0	South Bay Pavilion	Layover
1	Avalon/Del Amo	NE
2	Avalon/Elsmere	NE
3	Avalon/189th St.	NE
4	184th St./Avalon	NE
5	Wall/184th St.	NW
6	Wall/Victoria	SE
7	Avalon/Victoria	SW
8	Avalon/184th St.	SW
9	University/Avalon	SE
10	Wadley/University	SW
11	Brenner/Leapwood	SE
12	Brenner/Fariman	SW
13	Caney/University	SE
14	University/Coslin	SE
15	Central/Charles Willard	SE
16	Charles Willard/Harmon	SW
17	1800 Glen Curtis/Wilmington	SE
18	Wilmington/University	SW
19	Wilmington/Gladwick	SW
20	Wilmington/Dimondale	SW
21	Del Amo/Wilmington	NW
22	Del Amo/Alvo	NW
23	Del Amo/Tajauta	NW
24	Del Amo/Central	NW
25	Del Amo/Tillman	NW
26	Leapwood/Del Amo	NW
27	South Bay Pavilion	Layover

Goodwill Service Stops
Carson Circuit Route F: Civic Center

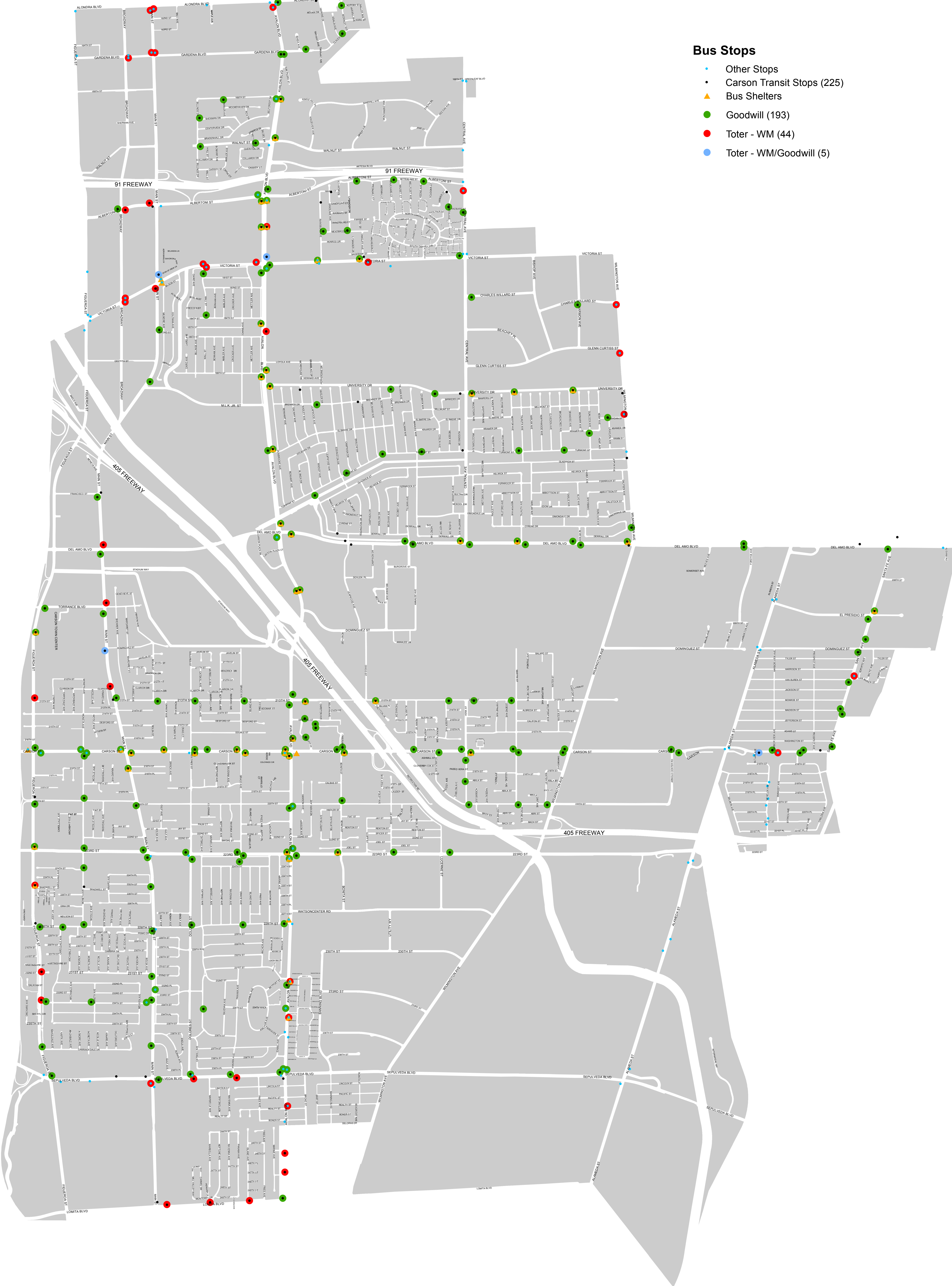
Stop	Location	Corner
0	South Bay Pavilion	Layover
1	Carson Mall/Avalon	SW
2	213th St./Avalon	SE
3	213th St./Troyton	SE
4	213th St/Weiser	SE
5	213th St./Vera	SE
6	Martin/213th St.	SW
7	Carson/Martin	NW
8	Vera/Carson Estates	Midway
9	Vera/Ablia	SW
10	220th St./Vera	Midway
11	220th St./Martin	SE
12	220th St./Wilmington	SW
13	223rd St./Wilmington	NW
14	223rd St. @ Carson Toyota	Midway
15	223rd/Bonita	NW
16	223rd St./Avalon	NW
17	223rd St./Grace	NW
18	223rd St./Dolores	NW
19	223rd St./Main	NW
20	Figueroa/223rd St.	NE
21	Steven White Middle School	SE
22	Figueroa/Carson	NE
23	Figueroa/213th St.	NE
24	Figueroa @ 500 Carson Town	NE
25	Torrance/Figueroa	SE
26	Main/Clarion	SW
27	213th St./Bolsa	SE
28	213th St./Dolores	SE
29	213th St./Grace	SE
30	Avalon/213th St.	NE
31	Carson Mall/Avalon	SE
32	South Bay Pavilion	Layover

Goodwill Service Stops
Carson Circuit Route G: Metro Blue Line 2

Stop	Location	Corner
0	South Bay Pavilion	Layover
1	Carson Mall/Avalon	SW
2	Avalon/213th St.	SW
3	Carson/Avalon	SE
4	Community Center	SE
5	Carson/Bonita	SE
6	Carson/Acarus	SE
7	Carson/Vera	SE
8	Carson/Martin	SE
9	Carson/Wilmington	SW
10	220th/Westward	SE
11	Carson/Arnold Center Rd.	SE
12	Carson/Bataan	SE
13	Carson/Evonda	SE
14	Santa Fe/Carson	NE
15	Santa Fe / Before Dominguez Park	NE
16	Sante Fe/Dominguez	NE
17	Sante Fe/El Presidio	NE
18	Del Amo/Santa Fe (corner)	NE
	Blue Line Station	NE
19	Del Amo/2727 Del Amo	Midway
20	Del Amo/Rancho Way	NW
21	Del Amo/2059 Del Amo	Midway
22	Del Amo/Wilmington	NW
23	Del Amo/Alvo	NW
24	Del Amo/Tajauta	NW
25	Del Amo/Central	NW
26	Del Amo/Tillman	NW
27	Leapwood/Del Amo	NW
28	South Bay Pavilion	Layover

Goodwill Service Stops
Carson Circuit Route H: Hemingway Park

Stop	Location	Corner
0	South Bay Pavilion	Layover
1	Avalon/Del Amo	NE
2	Avalon/Elsmere	NE
3	Avalon/189th	NE
4	Avalon/184th St.	SE
5	Avalon/Victoria	NE
6	Avalon/Colony Cove	E
7	Avalon/Albertoni	SE
8	Avalon/Walnut	NE
9	Avalon/169th St.	SE
10	Avalon/Gardena	SE
11	Alondra/Avalon	SE
12	Alondra/Haskins	SW
13	McKinley/Alondra	SW
14	Claude/McKinley	NW
15	Claude/Visalia	NW
16	Hemmingway Memorial Park	NW
17	Avalon/Gardena	SW
18	169th St./Avalon	NW
19	Ambler/169th St.	SW
20	Sherman/Billings	NE
21	Walnut/Billings	SE
22	Walnut/Mettler	SE
23	Avalon/Albertoni	SW
24	Avalon/Harbor Village	W
25	Avalon/Victoria	SW
26	Avalon/184th St.	SW
27	Avalon/189th St.	NW
28	Avalon/Elsmere	SW
29	South Bay Pavilion	Layover



- Bus Stops**
- Other Stops
 - Carson Transit Stops (225)
 - ▲ Bus Shelters
 - Goodwill (193)
 - Toter - WM (44)
 - Toter - WM/Goodwill (5)