# FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT TO PROVIDE STREET SWEEPING SERVICES FOR THE CITY OF CARSON, CALIFORNIA

This FIRST AMENDMENT to that certain CONTRACT SERVICES AGREEMENT ("First Amendment") is made and entered into this 1st day of February, 2011, by and between the CITY OF CARSON, a general law city and municipal corporation, ("City") and NATIONWIDE ENVIRONMENTAL SERVICES, a California Corporation ("Contractor"). The term Contractor includes employees performing as drivers, mechanics, supervisors, and other personnel acting to render street sweeping services of any kind.

## RECITALS

WHEREAS, City and the Contractor entered into that certain "Contract Services Agreement" ("Agreement") dated July 1, 2008, for street sweeping services within the City; and

WHEREAS, the Agreement is due to expire on June 30, 2011; and

WHEREAS, the parties wish to extend the term, and to amend certain provisions, of the Agreement through this First Amendment.

## AMENDMENT

NOW THEREFORE for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### SECTION 1. AMENDMENT TO THE SCOPE OF SERVICES OF CONTRACTOR

Section 1.1 of the Agreement, Scope of Services, is hereby amended to add to Exhibit "A" the following tasks thereto: "Pressure wash all sidewalks, on a monthly basis, in and around the Carson City Hall and Juanita Millender-McDonald Community Center at Carson. Waste water will be recovered in accordance with applicable NPDES requirements."

### SECTION 2. AMENDMENT TO COMPENSATION OF CONTRACTOR

Section 2.3 of the Agreement, Future Adjustments, is hereby amended, in its entirety, to read as follows:

> "Effective July 1, 2009, and on each July 1 thereafter, the compensation paid to the Contractor may be adjusted annually to rates that are based upon changes in the Consumer Price Index ("CPI"), All Urban Consumers for Los Angeles-Anaheim Riverside Area, as published by the United

States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in April 2009, information in support of an annual adjustment. This information will include changes in the CPI that have occurred during the preceding calendar year. The City Manager or designee shall review the information submitted by Contractor and will refer the proposed adjustment to the City Council for approval, in its reasonable judgment."

**SECTION 3. AMENDMENDMENT TO COMPENSATION OF CONTRACTOR**

Section 2.4 of the Agreement, Extraordinary Adjustments, is hereby amended, in its entirety, to read as follows:

"There shall be no Contractor entitlement to any Extraordinary Adjustments for Fiscal Years 2011/12 and 2012/13. Thereafter, the Contractor or the City may request an adjustment to the compensation paid to the Contractor at times other than those specified in Section 2.3, based upon unusual changes in the cost of providing service under this agreement. The Contractor may request only one such adjustment during any rate year. Unusual changes may include changes in components of the disposal rate, changes in the disposal site requested by the City, changes in state or local government solid waste fees and charges, and changes in the law. These changes do not include inaccurate estimates by the Contractor of its proposed cost of operations. For each request, the Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable by the City with support for all assumptions made by the Contractor in preparing the estimate. The City shall review the Contractors request and, in the City's reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any."

**SECTION 4. AMENDMENT TO TERM OF CONTRACT**

Section 3.4 of the Agreement, Term & Extended Term(s), is hereby amended, in its entirety, to read as follows:

"Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from July 1, 2008 (the "Commencement Date") through June 30, 2018. In addition, the City (in the sole and absolute discretion of the City Council, acting at a duly noticed public meeting) shall have the option of extending the term of this Agreement for one (1) addition three (3) year extended term. The City shall exercise this option, if at all, by the City Council directing the City Manager, or designees, to give written notice to Contractor of the City Council's decision to further extend the term of this Agreement not less than thirty (30) calendar days prior to the expiration of

the term of this Agreement. Such extension shall be on the same terms and conditions as otherwise set forth herein."

**SECTION 5. AMENDMENT TO SECTION 7 ENFORCEMENT OF AGREEMENT**

Section 7.8 of the Agreement, Termination Prior to Expiration of Term, is hereby amended, in its entirety, to read as follows:

"Except as provided herein, this Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. In consideration of the substantial investment that Contractor has and shall continue to make in the equipment needed to perform the services required by this Agreement, the parties mutually agree that, for the period of time commencing July 1, 2011 and for two (2) consecutive calendar years thereafter, neither party may terminate this agreement under this Section 7.8. Thereafter, City reserves the right to terminate this Agreement at any time, with or without cause, upon two (2) years' advance written notice (such notice shall be given only after the same is authorized by City's City Council following consideration of the same at a duly notice public meeting) to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon one-hundred twenty (120) days' advance written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2. For purposes of this Agreement, cause shall be defined as the failure to abide by all terms and conditions of this agreement, the failure of Contractor to perform its obligations hereunder in a timely and satisfactory manner, or if Contractor ceases performing its work for ten (10) days during any thirty (30) day period."

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**SECTION 6. UNDERLYING TERMS AND CONDITIONS OF AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT**

Except as expressly amended in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment to be effective as of the date first noted above.

**"CITY"**

CITY OF CARSON,
a municipal corporation

Jim Dear, Mayor

ATTEST:

Helen Kawagoe, City Clerk 7/18/14

APPROVED AS TO FORM:

City Attorney

**"CONTRACTOR"**

NATIONWIDE ENVIRONMENTAL SERVICES, a California Corporation

By:
Name: Never Samuelian
Title: President

By:
Name: Ani Samuelian
Title: Vice President

Address: 11914 Front Street
Norwalk, CA 90650

[END OF SIGNATURES]

EXHIBIT "A"

## SCOPE OF SERVICES

A.1 The Contractor shall provide the following additional services (to be included within the existing Scope of Services attached to the Agreement) pursuant to this First Amendment:

Pressure washes all sidewalks, on a monthly basis, in and around the Carson City Hall and Juanita Millender-McDonald Community Center at Carson. Waste water will recovered in accordance with NPDES requirements.