

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

This SECOND AMENDMENT to that certain CONTRACT SERVICES AGREEMENT ("Second Amendment") is made and entered into this 1st day of April, 2014, by and between the CITY OF CARSON, a general law city and municipal corporation, ("City") and NATIONWIDE ENVIRONMENTAL SERVICES, a division of JOE'S SWEEPING, INC., 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, City and the Contractor entered into that certain "First Amendment to Contract Services Agreement" ("First Amendment") dated February 1, 2011, for street sweeping services within the City; and

WHEREAS, the parties now wish to again amend certain provisions of the Agreement and the First Amendment through this Second 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: "Provide sidewalk sweeping services according to the map and schedule attached hereto as Exhibit 1."

SECTION 2. AMENDMENT TO COMPENSATION OF CONTRACTOR

Section 2.1 of the Agreement, Contract Sum, Exhibit "C," Schedule of Compensation, is hereby amended to add the following:

"3. The additional annual sum of Fifty-Eight Thousand Dollars (\$58,000.00) for sidewalk sweeping services payable in twelve (12) monthly installments at the time specified in the Agreement. Such sum shall be adjusted annually, in accordance with section 2.0 Compensation of this Agreement."

SECTION 3. 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:

The term of this Agreement, as amended, shall continue in full force and effect for ten (10) years commencing on April 1, 2014, and expiring on March 31, 2024; provided, however, commencing on April 1, 2015, and on each anniversary date of every year thereafter, an automatic one-year extension shall be applied to the Agreement, as amended, so that the term of the Agreement shall remain at ten (10) years as of each anniversary date. The anniversary date of this Agreement is April 1 of each year.

SECTION 4. AMENDMENT TO SECTION 7 ENFORCEMENT OF AGREEMENT

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

“Except for termination due to breach pursuant to Section 7.9, the parties reserve the right, in their sole and absolute discretion, to terminate the automatic one-year extension provision in Section 3.4, above, either Party may do so by giving the other Party written notice of such termination sixty (60) days prior to any anniversary date of any year during which this Agreement, as amended, is in full force and effect. Such notice will terminate the automatic one-year extension provision of Section 3.4, above, and the Agreement, as amended, shall remain in full force and effect for a ten (10) year term thereafter.”

SECTION 5. UNDERLYING TERMS AND CONDITIONS OF AGREEMENT, AS AMENDED, TO REMAIN IN FULL FORCE AND EFFECT

Except as expressly amended in this Second Amendment, all other terms and conditions of the Agreement and First Amendment 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

A handwritten signature in blue ink, appearing to read "Jim Dear", is written over a horizontal line.

Jim Dear, Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:

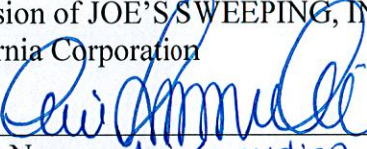


City Attorney

“CONTRACTOR”

NATIONWIDE ENVIRONMENTAL SERVICES,
a Division of JOE’S SWEEPING, INC., a
California Corporation

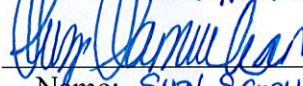
By:



Name: Ani Samuelian

Title: Vice President

By:



Name: Suraj Samuelian

Title: Secretary

Address:

11914 Front St.
Norwalk, CA 90650

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 Second Amendment:

5. Provide sidewalk sweeping services according to the map and schedule attached hereto as Exhibit 1.

Sidewalk Sweeping Schedule

Day

- Monday
- Tuesday
- Wednesday
- Thursday

Total Linear Feet: 69,641

