

C-08-001

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

This **THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT TO PROVIDE STREET SWEEPING SERVICES FOR THE CITY OF CARSON, CALIFORNIA** ("Third Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and Nationwide Environmental Services, a division of Joe's Sweeping, Inc., a California Corporation ("Contractor"), is effective as of July 1, 2019.

RECITALS

A. City and Contractor entered into that certain "Contract Services Agreement" ("Agreement") dated July 1, 2008, for street sweeping services within the City, which provided for an annual contract sum of \$731,420; and

B. City and Contractor entered into that certain "First Amendment to Contract Services Agreement" ("First Amendment") dated February 1, 2011, for street sweeping services within the City, which made amendments to the provisions of the Agreement relating to Scope of Services, CPI adjustments, Extraordinary Adjustments, Term, and Termination; and

C. City and Contractor entered into that certain "Second Amendment to Contract Services Agreement" ("Second Amendment") dated April 1, 2014, for street sweeping services within the City, which made amendments to the provisions of the Agreement, as amended by the First Amendment, relating to Scope of Services, Term, and Termination, and which amended the Contract Sum provisions of the Agreement to authorize an additional annual sum of \$58,000 for sidewalk sweeping services; and

D. Section 2.3 (Future Adjustments) of the Agreement, as amended by the First Amendment, provides, "[e]ffective 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 2009, information in support of an annual adjustment. The 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 City Council for approval, in its reasonable judgment."

E. Between the effective date of the Agreement and the end of 2018, five CPI increases requested by Contractor were approved for budgeting purposes by the City Council, and thereafter paid by the City, in the total amount of \$72,958.44, as follows: (1) CPI increase of 2.2%, effective July 1, 2013; (2) CPI increase of 1.3%, effective July 1, 2015; (3) CPI increase of .91% effective July 1, 2016; (4) CPI increase of 1.89%, effective July 1, 2017; and (5) CPI increase of 2.79%, effective July 1, 2018 (collectively, the "Prior CPI Increases"). The parties now wish to ratify the Prior CPI Increases through this Third Amendment.

F. On April 2, 2019, Contractor submitted a request to the City for a 3.8% cost of living increase pursuant to Section 2.3 of the Agreement, which based on the annual contract

sum as of that date constitutes an increase of \$32,770.32 to the annual contract sum (the "Requested CPI Increase").

G. The City Council approves of the Requested CPI Increase, and the parties wish to amend the Agreement, the First Amendment and the Second Amendment, where applicable, through this Third Amendment, to reflect the Requested CPI Increase.

H. In order to authorize the Requested CPI Increase and ratify the Prior CPI Increases, the parties now desire to increase the annual Contract Sum by \$32,770.32 for the Requested CPI Increase. This increase, in addition to the desired ratification and further memorialization of the Prior CPI Increases in the amount of \$72,958.44, constitutes a total contract sum adjustment of \$105,728.76, from \$789,420 to \$895,148.76.

I. Based on the foregoing, the Parties now wish to amend certain provisions of the Agreement, the First Amendment and the Second Amendment, where applicable, through this Third Amendment.

TERMS

1. **Contract Amendments.** The Agreement, the First Amendment and the Second Amendment, are hereby amended only as provided in this Section 1 of this Third Amendment (additions shown in *bold italics*, deletions shown in ~~striketrough~~ font):

A. Section 2.1, Contract Sum, is hereby amended to read in its entirety as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor 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 ~~Seven Hundred Thirty One Thousand Four Hundred Twenty Dollars (\$731,420.00)~~ *Eight Hundred Ninety-Five Thousand One Hundred Forty-Eight Dollars and Seventy-Six Cents (\$895,148.76)* ("Contract Sum") per annum, except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings."

B. Section C.1 of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read as follows:

"C.1. For the services required herein, the Contractor shall be paid the following as the Contract Sum:

1. The annual sum of ~~\$731,420.00~~ *Eight Hundred Thirty Thousand Six Hundred Ninety-Four Dollars and Forty-Eight Cents (\$830,694.48)* in twelve (12) monthly installments at the time specified in this Agreement. The Contract Sum shall be adjusted annually, in accordance with section 2.0 Compensation of this Agreement."

2. Any additional street sweeping services requested by the Contract Officer and not otherwise specified in the Agreement shall be performed by the Contractor at one of the following rates ~~\$95.00~~ per hour per sweeper, ~~\$30.58~~ per curb mile. The City shall maintain sole discretion in selecting which rate shall apply when additional services are employed. These hourly or curb mile rates shall be adjusted on the anniversary of the Commencement Date in the manner set forth in this Agreement. The hourly rate shall apply whenever special services are requested by the Contract officer. The mileage rate shall apply to any new streets added or deleted from the sweeping schedule.

3. The additional annual sum of ~~Fifty-Eight Thousand Dollars (\$58,000)~~ *Sixty-Four Thousand Four Hundred Fifty-Four Dollars and Fifty-Two Cents (\$64,454.52)* 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."

2. **Continuing Effect of Agreement.** Except as expressly amended by this Third Amendment in Section 1 above, all other terms, conditions and provisions of the Agreement, the First Amendment and the Second Amendment (including but not limited to "Section 3 Amendment to Term of Contract" and "Section 4 Amendment to Section 7 Enforcement of Agreement" in the Second Amendment), shall remain unchanged and are in full force and effect. City and Contractor agree that except as expressly provided in this Third Amendment in Section 1 above, no other amendments have been made to the Agreement, the First Amendment and/or the Second Amendment. From and after the date of this Third Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the First Amendment, Second Amendment and Third Amendment to the Agreement. The Agreement, together with the First Amendment, Second Amendment and Third Amendment contain the entire contract between the City and the Contractor and supersedes all prior negotiations, understandings or agreements.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, the First Amendment and the Second Amendment, except as expressly amended by this Third Amendment in Section 1 above. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other

than as provided in the First Amendment, Second Amendment and this Third Amendment. Each party represents and warrants to the other that the Agreement, the First Amendment and the Second Amendment, are currently effective, valid, and binding obligations, except as expressly amended by this Third Amendment in Section I above.

Contractor represents and warrants to City that, as of the date of this Third Amendment, City is not in default of any material term of the Agreement, the First Amendment and the Second Amendment, 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, the First Amendment and/or the Second Amendment.

City represents and warrants to Contractor that, as of the date of this Third Amendment, Contractor is not in default of any material term of the Agreement, the First Amendment and/or the Second Amendment, 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, the First Amendment and/or the Second Amendment.

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 Third Amendment.


5. **Authority.** The persons executing this Third 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 Third Amendment on behalf of said party, (iii) by so executing this Third Amendment, such party is formally bound to the provisions of this Third Amendment, and (iv) the entering into this Third Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the date(s) set forth below, with the express intent that this Third Amendment be effective as of July 1, 2019.



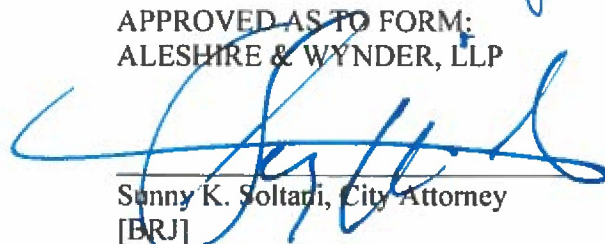
CITY:
CITY OF CARSON, a municipal corporation


Albert Robles, Mayor
Date: October 22, 2019

ATTEST:

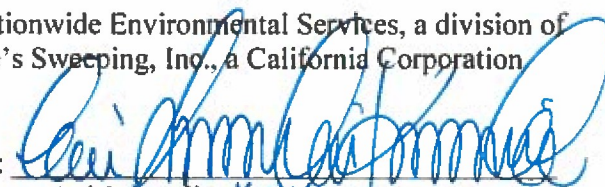

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[BRJ]

CONTRACTOR:

Nationwide Environmental Services, a division of
Joe's Sweeping, Inc., a California Corporation

By: 
Name: Ani Samuelian Kaprielian
Title: President

By: 
Name: Suzy Samuelian
Title: Corporate Secretary
Address: 11914 Front St.
Norwalk, CA 90650
Date: October 8, 2019

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY.

ALL-PURPOSE ACKNOWLEDGMENT
Duplicate Embossment
On Original Document
Jonathan D. Kramer, Notary Public
OCT 08 2019



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

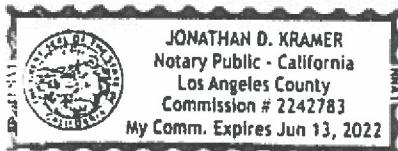
On _____ before me, **Jonathan D. Kramer, Notary Public**

_____ Date Here Insert Name and Title of the Officer
personally appeared Ani Samvelian & Sory Samvelian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.



Jonathan D. Kramer, Notary Public

Place Notary Seal Above

Signature

Signature of Notary Public

Jonathan D. Kramer, Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Revitry Document Date: OCT 08 2019

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____