

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

This **FOURTH AMENDMENT TO CONTRACT SERVICES AGREEMENT TO PROVIDE STREET SWEEPING SERVICES FOR THE CITY OF CARSON, CALIFORNIA** ("Fourth 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, 2020.

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"). City and Contractor ratified the Prior CPI Increases by entering into that certain "Third Amendment to Contract Services Agreement" (Third Amendment") effective July 1, 2019. The Third Amendment also authorized a CPI Increase of 3.8% pursuant to request submitted by Consultant

on April 2, 2019, thereby increasing the contract sum by \$32,770.32 (in addition to the \$72,958.44 reflecting the Prior CPI Increases) to \$895,148.76.

F. On April 1, 2020, Contractor submitted a request to the City for a 2.96% 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 \$26,496.64 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 (as amended by the First Amendment, the Second Amendment, and the Third Amendment, where applicable), through this Fourth Amendment, to reflect the Requested CPI Increase.

H. In order to authorize the Requested CPI Increase, the parties now desire to increase the annual Contract Sum by \$26,496.64 for the Requested CPI Increase, for a total contract sum of \$921,645.40.

I. Based on the foregoing, the Parties now wish to amend certain provisions of the Agreement (as amended by the First, Second, and Third Amendments, where applicable), through this Fourth Amendment.

TERMS

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

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 ***Nine Hundred Twenty-One Thousand Six Hundred Forty-Five Dollars and Forty Cents (\$921,645.40)*** ~~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 Eight Hundred Fifty-Five Thousand Two Hundred Eighty-Three Dollars and Three Cents (\$855,283.03)* ~~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 *Sixty-Six Thousand Three Hundred Sixty-Two Dollars and Thirty-Seven Cents (\$66,362.37)* ~~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 Fourth Amendment in Section 1 above, all other terms, conditions and provisions of the Agreement, the First Amendment, 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), and the Third Amendment, shall remain unchanged and are in full force and effect. City and Contractor agree that except as expressly provided in this Fourth Amendment in Section 1 above, no other amendments have been made to the Agreement, the First Amendment, the Second Amendment, and/or the Third Amendment. From and after the date of this Fourth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment to the Agreement. The Agreement, together with the First Amendment, Second Amendment, and Third Amendment, contains 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, the Second Amendment, and the Third Amendment, except as expressly amended by this Fourth 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, the Third Amendment, and this Fourth Amendment. Each party represents and warrants to the other that the Agreement, the First Amendment, the Second Amendment, and the Third Amendment are currently effective, valid, and binding obligations, except as expressly amended by this Fourth Amendment in Section 1 above.

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

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

5. **Authority.** The persons executing this Fourth 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 Fourth Amendment on behalf of said party, (iii) by so executing this Fourth Amendment, such party is formally bound to the provisions of this Fourth Amendment, and (iv) the entering into this Fourth 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 Fourth Amendment on the date(s) set forth below, with the express intent that this Fourth Amendment be effective as of July 1, 2020.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

Date: _____, 2020

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
Title: President

By: _____
Name: Suzy Samuelian
Title: Corporate Secretary
Address: 11914 Front St.
Norwalk, CA 90650
Date: _____, 2020

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.