

# 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 1<sup>st</sup> 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. AMENDMENT 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 Contractor's 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