AMENDMENT NO. 3

TO CITY OF BELL CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES

This AMENDMENT NO. 3 TO CITY OF BELL CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES ("Amendment No. 3") by and between the CITY OF BELL, a municipal corporation ("City") and NATIONWIDE ENVIRONMENTAL SERVICES, DIVISION OF JOE'S SWEEPING, INC., a corporation ("Contractor") is effective as of the 26th day of April, 2017.

RECATIALS

A. City and Contractor entered into that certain agreement dated July 18, 2012 ("Agreement") whereby Contractor agreed to provide street sweeping, sidewalk cleaning, and bus shelter cleaning services in the City of Bell.

B. Pursuant to section 3.5 of the Agreement, the term of the Agreement was for three (3) years and was set to expire on July 18, 2015.

C. On July 15, 2015, the City and Contractor agreed to extend the term of the Agreement for an additional two (2) years ("Amendment No. 1").

D. As amended by Amendment No. 1, the Agreement is set to expire on July 18, 2017.

E. As amended by Amendment No. 1, the maximum compensation due to Contractor was increased to $1,509,350 thru July 18, 2017.

F. On September 14, 2016, the City and Contractor entered into Amendment No. 2, whereby Contractor agreed to begin performing street sweeping on residential streets twice a week (instead of only once a week) for an additional $9,208.33 per month beginning October 1, 2016 ("Amendment No. 2").

G. With Amendment No. 2, the total maximum compensation due to Contractor increased to $1,597,749.97 thru July 18, 2017.

H. City and Contractor now desire to extend the term of the Agreement beyond the July 18, 2017 expiration date.

I. City has found that Contractor has provided good service to the City during the term of this Agreement and, if extended, Contractor has agreed not to increase its rates.

J. Contractor has also agreed to provide additional street sweeping services at alleys and parking lots controlled by the City at no additional cost to the City.
K. Accordingly, the City and Contractor desire to enter into this Amendment No. 3 to extend the term of the Agreement by three (3) additional years (ending on July 18, 2020) with a City option to extend the term of the Agreement up to three (3) additional one (1) year periods beyond that date.

L. With Amendment No. 3, the total maximum compensation due to Contractor will increase by $1,394,082.95, from $1,597,749.97 to $2,991,832.92 thru July 18, 2020.

M. Through Amendment No. 3, the parties will also amend Section IV of Exhibit “C” to provide that Contractor will not be entitled to, and will not receive, rate increases based on the Consumer Price Index if there are extensions after July 18, 2020.

N. Through Amendment No. 3, the City will also identify the Contract Officer for the remaining term of the Agreement and establish additional reporting requirements from the Contractor.

TERMS

1. Contract Changes. The Agreement is amended as provided herein.

a. Section 2.1, Contract Sum, is hereby amended and shall now read as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Million Nine Hundred Ninety One Thousand Eight Hundred Thirty Two Dollars and Ninety Two Cents ($2,991,832.92) (the “Contact Sum”), unless additional compensation is approved pursuant to Section 1.9.”

b. Section III of Exhibit “C” is hereby amended and shall now read as follows:

"III. The total compensation for the Services shall not exceed Two Million Nine Hundred Ninety One Thousand Eight Hundred Thirty Two Dollars and Ninety Two Cents ($2,991,832.92) as provided in Section 2.1 of this Agreement.”

c. Section IV of Exhibit “C” is hereby amended and shall now read as follows:

"Cost Adjustments for the second and subsequent years will be made to the Contractor Prices using the annual indexes of the “Consumer Price Index for All Urban Consumers, Los Angeles Area-all items as published by the U.S. Department of Labor, Bureau of Labor Statistics. However, beginning and after July 18, 2020, this section shall no longer be effective and no additional cost adjustments shall be made.”

d. Section 3.5, Term, is hereby amended and shall now read as follows:
“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall expire on July 18, 2020. The City, in its sole and absolute discretion, shall have the option to extend the Agreement up to three (3) additional one (1) year periods thereafter.”

e. Exhibit “A-Revised” to the Agreement is hereby amended to add the following section under the heading “Street Sweeping Services”:

“All Alleys and Parking Lots: As part of its obligation to provide street sweeping services as provided in this Exhibit “A-Revised”, Contractor agrees to also sweep City owned or controlled alleys and parking lots, as shown in Exhibit A-4, attached hereto and incorporated in by reference, at no cost to the City in accordance with the schedule set forth in Exhibit ‘D-Revised.’”

f. Exhibit “A-Revised” to the Agreement is hereby amended to revise the section entitled “Daily Logs and Reports” under the heading “Street Sweeping Services” and shall now read as follows:

“Logs and Reports: Contractor shall maintain daily logs of the curb miles swept, amount of debris removed, and any problems encountered in sweeping the City streets. A summary report will submitted to the Contract Officer within five (5) days of the end of the month. Additionally, Contractor shall provide dump weight data tickets as part of the monthly summary report.”

g. Exhibit “D - Revised” to the Agreement is hereby amended to add the following category and shall now read as follows:

“Parking Lot/Alleys Sweeping Schedule: Contractor shall sweep the City owned or controlled alleys and parking lots, as shown in Exhibit A-4, attached hereto and incorporated in by reference, according to the following schedule:

- The alleys colored green on Exhibit A-4 shall be swept twice per week with the residential streets.
- The alley colored yellow on Exhibit A-4 will be swept on a quarterly basis. Sweeping of this alley will be performed by hand and with the use of a small parking lot sweeper.
- The parking lots colored red on Exhibit A-4 will be swept once per week.”

h. Section 4.3, “Contract Officer”, is hereby amended and shall now read as follows:

“The Contract Officer shall be the City’s Contracts and Facilities Manager, or such other person as may be designated by the Chief Administrative Officer of City. It shall be the Contractor’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless
otherwise specified herein, any approval of City required hereunder shall mean the
approval of the Contract Officer. The Contract Officer shall have authority, if
specified in writing by the Chief Administrative Officer, to sign all documents on
behalf of the City required hereunder to carry out the terms of this Agreement.”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all
provisions of the Agreement, as amended by Amendment Nos. 1 and 2, shall remain unchanged
and in full force and effect. From and after the date of this Amendment, whenever the term
“Agreement” appears in the Agreement, it shall mean the Agreement, as amended by
Amendment No. 1, Amendment No. 2, and Amendment No. 3 to the Agreement.

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. Each party represents and warrants to the other that there have been no written or
oral modifications to the Agreement other than as provided herein. Each party represents and
warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 3,
City is not in default of any material term of the Agreement 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.

City represents and warrants to Contractor that, as of the date of this Amendment No. 3,
Contractor is not in default of any material term of the Agreement 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.

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 Amendment No. 3.

5. Authority. The persons executing this Amendment No. 3 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 Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment
No. 3, such party is formally bound to the provisions of the Agreement, as amended and (iv) the
entering into this Amendment No. 3 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 Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF BELL

[Signature]
Fidencio Joel Gallardo
Mayor

ATTEST:

[Signature]
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

[Signature]
David J. Aleshire
City Attorney

CONTRACTOR:

[Signature]
By: [Name: [Signature]]
Title: Vice President

[Signature]
By: [Name: [Signature]]
Title: Secretary
Address: 11940 El Pinto St.,
Norman, CA 90270

NOTE: 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 DEVELOPER'S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 May 9, 2017 before me, Kumar Venkatesan, Notary Public

personally appeared Ant Kapielian, Suzy Samuelian

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.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney In Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer is Representing:

Signer's Name:

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney In Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer is Representing: