

## **SECOND AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES**

**THIS SECOND AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES** (the "Second Amendment" ) is dated as of September 1<sup>st</sup> , 2020 by and between the City of Cudahy ("City") and Nationwide Environmental Services, a div. of Joe's Sweeping, Inc. a California Corporation ("Contractor") as follows:

### **RECITALS**

**WHEREAS**, Contractor and City entered into an Agreement for Street Sweeping Services dated March 6, 2012 (the "Contract") (A true and correct copy of the Contract is attached and incorporated as Exhibit " A"); and

**WHEREAS**, on July 1, 2016, city council or the city amended the master agreement's compensation and termination clause (First Amendment, attached hereto as Exhibit B and incorporated by reference); and

**WHEREAS** on July 1, 2019, per the Street sweeping Agreement, Section 1.6, the City of Cudahy agreed and accepted NES' petition for an adjustment to the rates for extraordinary increase above and beyond the automatic CPI adjustment (Exhibit C). The curb per mile will increase 6% to a new curb mile rate of \$30.40.

**NOW, THEREFORE**, the parties to this Second Amendment agree as follows:

Section I. The Contract is attached as Exhibit "A."

Section 2. **Scope of Work** Section A, Exhibit C shall be replaced with attached Exhibit D; the attached maps illustrating the days and times of scheduled street sweeping for all City streets, medians, and centerlines. Exhibit D proposes residential street sweeping to be conducted Monday and Tuesday between 8:30 am – 1:30 pm on alternating sides of the street and Arterial and Median sweeping to be conducted Monday and Thursdays between 12 :00 am – 6:00 am.

Section 3. Term. Section 1.2 of the Contract shall be amended and replaced in part to read as follows: "This Agreement shall have a term of seven (7) years commencing on July 1, 2021." The remainder of Section 1.2 shall remain as reflected in the Contract.

Section 4. **Compensation.** Section 1.3 B. of the Contract shall be amended and replaced with the following: B. Section 1.3(A) notwithstanding, Contractor's total compensation for the performance of the services and tasks that comprise the Base Scope of Services shall be at a rate of \$8740.00 per month for the period of December 2020 through the remaining Term of the Contract a letter from NES with proposed rates is attached as Exhibit D. This rate shall be inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the work. For purposes of this Agreement the term "City Fiscal Year" means the period of time commencing on July, 1<sup>st</sup> of each calendar year and ending on June 30<sup>th</sup> of the calendar year immediately following.

Section 5. Miscellaneous.

(a) Effect of Amendment. The term "Contract" when used in this Second Amendment or the Contract shall mean the Master Agreement as amended, modified, and supplemented by this Second Amendment unless the context would require otherwise. Except to the extent the Master Agreement and First Amendment is modified by this Second Amendment, the remaining terms and conditions of the Master Agreement and First Amendment shall remain unmodified and in full force and effect. In the event of conflict, between the terms and conditions of the Master Agreement, First Amendment and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail and control.

(b) Entire Agreement. The Master Agreement, together with this First Amendment, embodies the entire understanding between Contractor and City with respect to its subject matter and can be changed only by an instrument in writing signed by Contractor and City.

(c) Counterparts. This Second Amendment may be executed in one or more counterparts, including facsimile counterparts or electronic-mail counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Second Amendment.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the City of Cudahy and Nationwide Environmental Services, a div. of Joe's Sweeping, Inc. have caused this Second Amendment to be executed as of the date indicated next to the signatures of the authorized officers which appear below:

Dated \_\_\_\_\_, 2020

CITY OF CUDAHY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated \_\_\_\_\_, 2020

NATIONWIDE ENVIORNMENTAL SERVICES,  
A DIVISION OF JOE'S SWEEPING INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_