



REPORT TO CITY COUNCIL

DATE: JUNE 26, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 

SUBJECT: REQUEST TO APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH ATHENS SERVICES RELATED TO STREET SWEEPING SERVICES

On July 22, 2016, the City Council authorized the contract award to Athens Services for street sweeping services in the amount of \$144,346.80 per year. The agreement allowed for three years of guaranteed work, with the option of two additional one-year extensions, for a total of five years. With the contract set to expire on June 30, 2019, staff feels it is in the best interest of the City to approve the first amendment, which will extend the agreement until June 30, 2020.

If approved, the contractor will be entitled to a cost increase of 2.51% based on the California Consumer Price Index (CPI); for a revised estimated total of \$147,969.90. The proposed Fiscal Year 2019-20 project budget includes \$160,000 of Gas Tax Funds, pending the adoption of the Fiscal Year 2019-20 Budget by the City Council.

The proposed amendment has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the First Amendment to the Agreement for contractor services with Athens Services related to street sweeping services.

Attachment: Amendment to Agreement

**CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONTRACTOR:	Athens Services
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Greg Loughnane
CONTRACTOR'S ADDRESS:	14048 Valley Blvd. La Puente, CA 91716
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Robert Cortes
COMMENCEMENT DATE:	July 1, 2019
TERMINATION DATE:	June 30, 2020
CONSIDERATION:	Amendment Amount: \$160,000.00 Total Contract Price Not to Exceed: \$160,000.00/yr

**FIRST AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
CITY OF AGOURA HILLS AND ATHENS SERVICES.**

STREET SWEEPING SERVICES

THIS FIRST AMENDMENT is made and entered into as of July 1, 2019, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and West Coast Arborists, Inc. (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On July 1, 2016, the City and Contractor entered into that certain Agreement entitled "Agreement for Street Sweeping Services", in the amount of One Hundred Fifty Thousand and Zero Cents (\$150,000.00).

b. The parties now desire to extend the term of the agreement to June 30, 2020 and increase the payment in the amount of One Hundred Sixty Thousand and Zero Cents (\$160,000.00) and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2020 unless sooner terminated pursuant to the provisions of this Agreement."

3. Section 5 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The FIRST Amendment amount shall not exceed One Hundred Sixty Thousand and Zero Cents (\$160,000.00) for an additional year of Street Sweeping Services for Fiscal Year 2019-2020 for a total Agreement amount of Six Hundred Ten Thousand and Zero Cents (\$610,000.00)

4. Exhibit B to the Agreement is hereby amended as set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this FIRST Amendment to Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Linda L. Northrup,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
*Date Approved by City
Council* _____
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Athens Services
14048 Valley Blvd, CA 91746
Greg Loughnane
626-336-3636
818-897-5299

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Signatures of Two Corporate Officers Required]

ATTACHMENT A

AMENDMENT TO PAYMENT RATES AND SCHEDULE

JULY 1, 2016 TO JUNE 30, 2019

Name of the Contractor:
Athens Services

Routine Sweeping Services:		
Residential and Collector Streets (twice per month)	\$24.35 per Curb Mile	\$3,896.00 per Month
Arterial and Collector Streets (Four times per month)	\$24.35 per Curb Mile	\$8,132.90 per Month

Additional Sweeping services:	
During Regular Working hours	\$125.00 per Hour In Words: One Hundred Twenty-Five & No Cents
After Regular working hours	\$150 per Hour In Words: One Hundred Fifty & No Cents

JULY 1, 2019 TO JUNE 30, 2020

Name of the Contractor:
Athens Services

Routine Sweeping Services:		
Residential and Collector Streets (twice per month)	\$24.96 per Curb Mile	\$3,993.71 per Month
Arterial and Collector Streets (Four times per month)	\$24.96 per Curb Mile	\$8,336.86 per Month

Additional Sweeping services:	
During Regular Working hours	\$125.00 per Hour In Words: One Hundred Twenty-Five & No Cents
After Regular working hours	\$150 per Hour In Words: One Hundred Fifty & No Cents