

## REPORT TO CITY COUNCIL

**DATE: JUNE 24, 2020**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: GREG RAMIREZ, CITY MANAGER**

**BY: JESSICA FORTE, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**

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

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On July 22, 2016, the City Council authorized the contract award to Athens Services for street sweeping services, which allowed for three years of guaranteed work, with the option of two additional one-year extensions, for a total of five years. On June 26, 2019, the City Council approved the first amendment which extended the agreement through June 30, 2020. Based on the excellent services being provided by Athens Services, staff feels it is in the best interest of the City to approve the second amendment, which will extend the agreement until June 30, 2021.

As with many agreement extensions, the contractor is entitled to a cost increase based on the California Consumer Price Index (CPI). However, understanding the City's financial concerns regarding the COVID-19 pandemic, the contractor has agreed to forgo any rate increases under this amendment. If approved, the contract will remain at the estimated total amount of \$147,969.90. The proposed Fiscal Year 2020-21 project budget includes \$58,000 of Gas Tax Funds, and \$102,000 of Measure W (Local) Funds, pending the adoption of the Fiscal Year 2020-21 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 Second Amendment to the Agreement for Contractor Services with Athens Services related to street sweeping services.

Attachment: Amendment to Agreement

SECOND AMENDMENT TO AGREEMENT FOR 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, 2020
TERMINATION DATE:	June 30, 2021
CONSIDERATION:	Amendment Amount: \$160,000.00  Total Contract Price Not to Exceed: \$160,000.00/yr

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND ATHENS SERVICES.**

**STREET SWEEPING SERVICES**

THIS SECOND AMENDMENT is made and entered into as of July 1, 2020 by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Athens Services (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 Four Hundred Fifty Thousand and Zero Cents (\$450,000.00).

b. On July 1, 2019 the City and Contractor entered into the First Amendment to that certain Agreement entitled "Agreement for Street Sweeping Services," to: extend the term of the agreement to June 30, 2020, increase the payment in the amount of One Hundred Sixty Thousand and Zero Cents (\$160,000.00), and the contingency in the amount not to exceed Ten Percent of Contract Amount (10%).

c. The parties now desire to extend the term of the agreement to June 30, 2021, increase the payment in the amount of One Hundred Sixty Thousand and Zero Cents (\$160,000.00), the contingency in the amount not to exceed Ten Percent of Contract Amount (10%), 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, 2021 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 **SECOND** Amendment amount shall not exceed One Hundred Sixty Thousand and Zero Cents (\$160,000.00), for an additional One Year of Street Sweeping Services for a total Agreement amount of Seven Hundred Seventy Thousand and Zero Cents (\$770,000.00)."

4. Exhibit "A" to the Agreement is hereby amended by adding thereto the items 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 **SECOND** Amendment to Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Illece Buckley Weber,  
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, La Puente, CA 91716  
Greg Loughnane  
626-336-3636  
818-897-5299

By:   
Print Name: Greg Loughnane

Title: Executive Director  
By: 

Print Name: Gary Clifford

Title: Executive Vice President

[Signatures of Two Corporate Officers Required]

## **ATTACHMENT A**

*Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Contractor.*

**EXHIBT A**  
**TASKS TO BE PERFORMED**

**1. Proposed Scope of Services**

**Scope of Sweeping Services:** The work covered by this contract consists of furnishing all labor, equipment, materials, and supervision to perform all work necessary to sweep streets at the designated locations within the City's limits as shown on the map in Exhibit "C". In addition to sweeping all curbs & nose medians within any curb mile, the contractor shall sweep all intersections, and the corners from any cross street intersecting the subject street. The City Hall parking lot (Exhibit "D") shall be swept once per month and the drainage swale on Buffwood Place (Exhibit "E") shall be swept twice per month by hand. Contractor shall make multiple passes when necessary to ensure the street is properly cleaned in accordance with industry standards and best management practices.

Street Type	Frequency	Curb Miles (Both Ways)
Residential Sweeps: Residential streets swept from 8:00 a.m. to 4:00 p.m.	Twice per month all year.	<b>80</b>
Collector Sweeps: Collector streets swept from 6:30 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm	Twice per month all year except for streets noted in the list below.	<b>50</b>
Arterial streets swept from 6:30 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm  Agoura Rd – West City limit to Cornell Rd Kanan Rd – North City limit to South City limit Reyes Adobe Rd – Agoura Rd to the bridge at Yerba Buena School. Thousand Oaks Blvd – West City Limit to Argos St Argos St – Thousand Oaks Blvd to Driver Ave Driver Ave – Argos St Easterly  Streets mentioned above, median curbs, and nose medians in said streets swept from 6:30 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm	Once per week all year.	<b>54</b>
<b>Additional Sweeping Requests</b>	<b>As needed</b>	<b>Per Hour</b>
<b>Total Curb Miles</b>		<b>184</b>

## 2. Guidelines

- A. **Additional Services:** Additional services including emergency call-outs, or assignments requested by the City, including event sweeping, shall be performed by the Contractor. Payment for said services shall be based on the hourly rate submitted by the Contractor in his/her proposal.
- B. **Changes in Service:** During the term of this agreement or any extension thereof, the city may elect to alter the frequency or number of miles of street sweeping services. Said increase or decrease shall be by written Change Order to the Contractor. The unit price for Change Order sweeping shall be at the contract price unit.
- C. **Contract Complaints and Deficiencies:** The City will notify the contractor by telephone and/or in writing of each contract complaint reported to or discovered by the City. Contractor shall respond back to the City within 24 hours providing the corrective action taken.

### D. **Contractor's Employees/Equipment:**

- 1. **Employees:** Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who regularly come into direct contact with the public shall bear some means of individual identification, such as nametag or identification card.

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver License issued by the State of California.

- 2. **Equipment:** The Contractor shall, as a minimum, keep their equipment well-maintained, neatly painted and meet other reasonable standards as may be established from time to time by the City Engineer. Adequate back up equipment must be available at all times to service the City.

The Contractor shall use regenerative air-based sweepers that collect material into self-contained hoppers for eventual ejection and disposal. All sweepers shall have a dust suppression system in operation while conducting the work. Swept streets shall be clear of dust, dirt, gravel, sand, glass and all other debris from curb to curb in a manner consistent with industry standards and best management practices.

Contractor shall submit in its proposal a listing of all equipment (including back up) he/she owns to furnish services under this agreement (including year, make, and condition). The city may at its sole discretion and expense, require an annual inspection of Contractor's equipment.

The contractor shall meet all applicable local, State, and Federal air quality laws, rules and regulations including but not limited to the South Coast Air Quality Management District (SCAQMD) Rule number 1186.1 relating to alternative fueled sweeping equipment. All sweeping equipment shall meet all applicable certification for PM10 and other pollutants as promulgated by the SCAQMD at the time of the award. Contractor is strongly encouraged to provide vehicles operating on alternative fuels such as Liquefied Natural Gas (LNG) Compressed Natural Gas (CNG) or other fuels.

The Contractor shall provide and maintain during the entire period of the Agreement a fleet of vacuum and broom sweepers as appropriate for meeting all requirements of this Agreement and all regulatory requirements of outside agencies such as SCAQMD and the California Air Resources Board.

All vehicles must be maintained in good repair, appearance, and sanitary conditions at all times. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The City's representative shall have the right to cease Contractor's operations immediately, upon inspection of any vehicle/sweeper deemed unsafe or unsatisfactory during the performance of the Agreement.

The Contractor shall utilize a sweeper fleet appropriate for the type of service required in this Request for Proposal. The fleet shall be newer models of latest design and construction. **It is the City's desire to contract with a company that uses equipment with Advanced Street Sweeping Technologies such as Regenerative Air Street Sweepers.**

Any changes in the Contractor's street sweeping equipment from the initial equipment must have prior written approval of the City.

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company and telephone number on each side of the equipment. All equipment must be equipped in accordance with State laws, including hazard lights



visible from the rear that operate independently of the brake lights.

Equipment shall not be more than five (3) years old at any time during the term of the Agreement. Deviations from this requirement must be reviewed and approved by the City. Equipment must be maintained clean at all times; mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when pick-up ability becomes impaired. The Contractor shall have available back up street sweepers to be used in case of equipment failure.

Sweepers must be equipped with mobile radio communications or cellular telephones to the Contractor's dispatch office, as well as GPS monitoring devices. Contractor will provide City with access to the GPS system which allows for the monitoring of each sweeper's current location, as well as previously traveled locations when requested.

At the request of the City Engineer, the City may require the installation of special odometers, time clocks or vehicle or vehicle speed monitors to verify the quality and quantity of the work performed.

**E. Standard of Performance:**

**1. Curb to Curb**

The entire length of all curbs (including median curbs, median noses, and curb returns), uncurbed pavement edges, flush and/or striped medians shall be swept each time the associated street is swept. The entire area of each intersection will be swept. The balance of each street shall be swept as needed. In any case, no debris shall be left any place on the street pavement after sweeping is completed.

**2. Level of Cleanliness**

Contractor shall remove debris from all streets every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task at no additional cost to the City. This action will include the removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, palm fronds, large rocks, etc., shall be physically picked up and placed in the hopper by the operator or Contractor's personnel.

F. **Sweeping Practices:** The Contractor shall, at all times, use good sweeping practices and will be responsible to make adjustments to the equipment, as necessary. The Contractor must exercise due care so as to prevent spilling, scattering or dropping of refuse or waste water through the sweeping activity and shall immediately clean-up such spillage, dropping, or scattering. Sweeping practices include, but are not limited to:

1. Position gutter brooms at the proper angle to the gutter flow line, touching the curb.
2. Set the main broom in level position to assure debris pick up. Apply appropriate broom pressure for sweeping conditions to obtain a minimum strike pattern of five (5) inches.
3. Adjust spray nozzles to keep dust, caused by sweeping to a minimum.
4. Center dirt reflector and main drag shoes shall be properly maintained and adjusted, or any other devices designed to direct debris or dirt into the path of the rear broom.
5. Sweeping speed shall be adjusted to street conditions with a maximum speed of five (5) miles per hour. Intersections and cross walks shall be swept at a maximum speed of three (3) miles per hour. The City may require the installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping.
6. Operate sweepers as close to the parked cars or other obstacles as safety allows.
7. Use common sense and good judgment at all times.
8. All work performed pursuant to this Agreement is subject to inspection by the City Engineer or his/her authorized representative. Areas found to be unsatisfactory shall be re-swept. No additional payment shall be made for such re-sweeping.

G. **Routing and Sweeper Availability:**

Schedule and Routes: Street sweeping routes and schedules shall be developed by the Contractor and shall be subject to the approval of the City Engineer or his/her authorized representative.

The Contractor shall coordinate its sweeping schedule with the garbage, green waste and recycling collection schedule of Waste Management, the City's residential Solid Waste Collector, such that sweeping services do not occur on the same day as trash services or otherwise interfere with trash and recycling collection services. Exhibit "C" shows the recommended sweeping schedule so as to not interfere with the waste

collection schedule, but the contractor can work with the City to revise this current schedule.

1. The Contractor shall provide the City with route maps and sweeping schedules for all sweeping routes. Sequence of sweeping shall be provided to the City no later than fifteen (15) days prior to the initiation of sweeping operations or changes in operation. The City reserves the right to request routing changes at any time.

Hours of operation are subject to the approval of the City Engineer or his/her authorized representative. Residential streets are to be swept Monday through Thursday from 8:00 am to 4:00 pm. Sweeping of Arterials and Collector streets shall be from 9:30 am to 2:30 pm, and City Hall parking lot shall be swept before 7:00 am.

Days of operation are to be Monday through Friday unless otherwise approved by the City Engineer or his/her authorized representative.

2. The Agreement requires immediate availability of the sweeper between the hours designated by the City and upon completion of routes, on any day a full route scheduled, unless the City approved suspension of work due to inclement weather.

**H. Construction Related Problems and Storm Debris:**

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within 100 feet of the construction site. The Contractor will be required to totally clean all debris carried by traffic to areas beyond these specific limits.

Cleanup of storm related debris must be completed no later than the next scheduled street sweeping day in any given area. Night time sweeping, as authorized by the City, may be permitted for storm clean up.

**I. Measurement For Payment:**

**1. Routine Services**

Payment for routine services shall be in accordance with the rate schedule submitted by Contractor and approved by City.

A. All Routine Services shall be paid based on the curb mile rate outlined in the Rate Schedule.

**2. Additional Services**

Emergency call-outs will be measure by the actual hours spent sweeping plus the shortest travel time either to or from

the work site. Travel time longer than twenty (30) minutes must be justified in writing to the City. The hours will be calculated to the nearest one-quarter hour (15 minutes).

Special events sweeping shall be paid at the specified hourly rate based on the actual hours of sweeping.

A. Additional street sweeping services during regular working hours at a unit cost per hour (7:00 am – 4:00 pm, Monday through Friday).

B. Additional street sweeping services provided after or before regular working hours at a unit cost per hour. Sweeping Services scheduled to be performed outside the standard sweeping schedule shall be considered after regular working hours.

J. **Water Purchase:**

Contractor shall be responsible for obtaining access to and all costs associated with the purchase of water used for the Services performed. Las Virgenes Municipal Water District is the provider in this area.

K. **Transfer and Disposal of Sweep Waste:**

The Contractor shall transport and recycle/dispose of all sweepings in accordance with all City, County, State, and Federal requirements. Sweepings are not to be off loaded at temporary storage sites on City, State, or Federal property within the City limits. The City shall be notified which facilities are used to process sweeping waste. The Contractor shall bear all costs associated with the transfer and disposal of Sweeping Waste.

L. **Hours of Operation:**

Standard operating hours for sweeping under this Agreement shall be as agreed upon by the City and the Contractor, or until sweeping is completed. Residential streets shall be swept between 8:00 a.m. and 4:00 p.m. Arterials shall be swept starting at 7:00 a.m.

M. **Holidays:**

The following is a list of holidays on which contract service will not be performed:

**LIST OF HOLIDAYS**

New Years Day
Martin Luther King
President's Day

Memorial Day
Independence Day (July 4 <sup>th</sup> )
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve

Special scheduling adjustments will be required when a holiday named herein falls on a weekday (Monday through Friday). During the week of a holiday, the Contractor shall adjust the weekly schedule to include sweeping services on Saturday starting at 8:00 AM, so as to return to the normal weekly schedule by Monday of the following week. All such adjustments must be submitted to the City representative 45 days prior to the holiday.

N. **Weather Conditions:**

The City Engineer or his/her designated representative reserves the right to be the sole judge if the weather is too inclement to sweep. When adverse weather interrupts sweeping, the Contractor shall adjust the work schedule so as to return to the normal weekly schedule by Monday of the following week. The City reserves the right to direct schedule changes made necessary due to inclement weather. In the event of a rain day, the Contractor shall obtain approval from the City representative for the day's sweeping.

O. **Quality of Street Sweeping Services:**

The City reserves the right to require that streets be re-swept by Contractor without charge if inspection by the City reveals that Sweep Waste remains on the street in a manner inconsistent with industry standards and best management practices. The City shall provide such inspection within 24 hours of completed sweeping. The Contractor shall, if requested by the City Representative, re-sweep the section in question within 24 hours of receipt of verbal or written notification.

P. **Supervision:**

The Contractor shall assign a regular supervisor to the City. The supervisor shall report to the City Engineer on as-needed basis. The Contractor shall provide the City Engineer written notification within seven days in the event there are changes to the supervisor assigned to the City. The Contractor shall provide a telephone number for the supervisor in charge and an emergency telephone number in case of emergencies.

**EXHIBIT B**  
**PAYMENT RATES AND SCHEDULE**

<b>Name of the Contractor:</b>
<b>Athens Services</b>

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

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

# EXHIBIT "C"



## Agoura Hills Street Sweeping

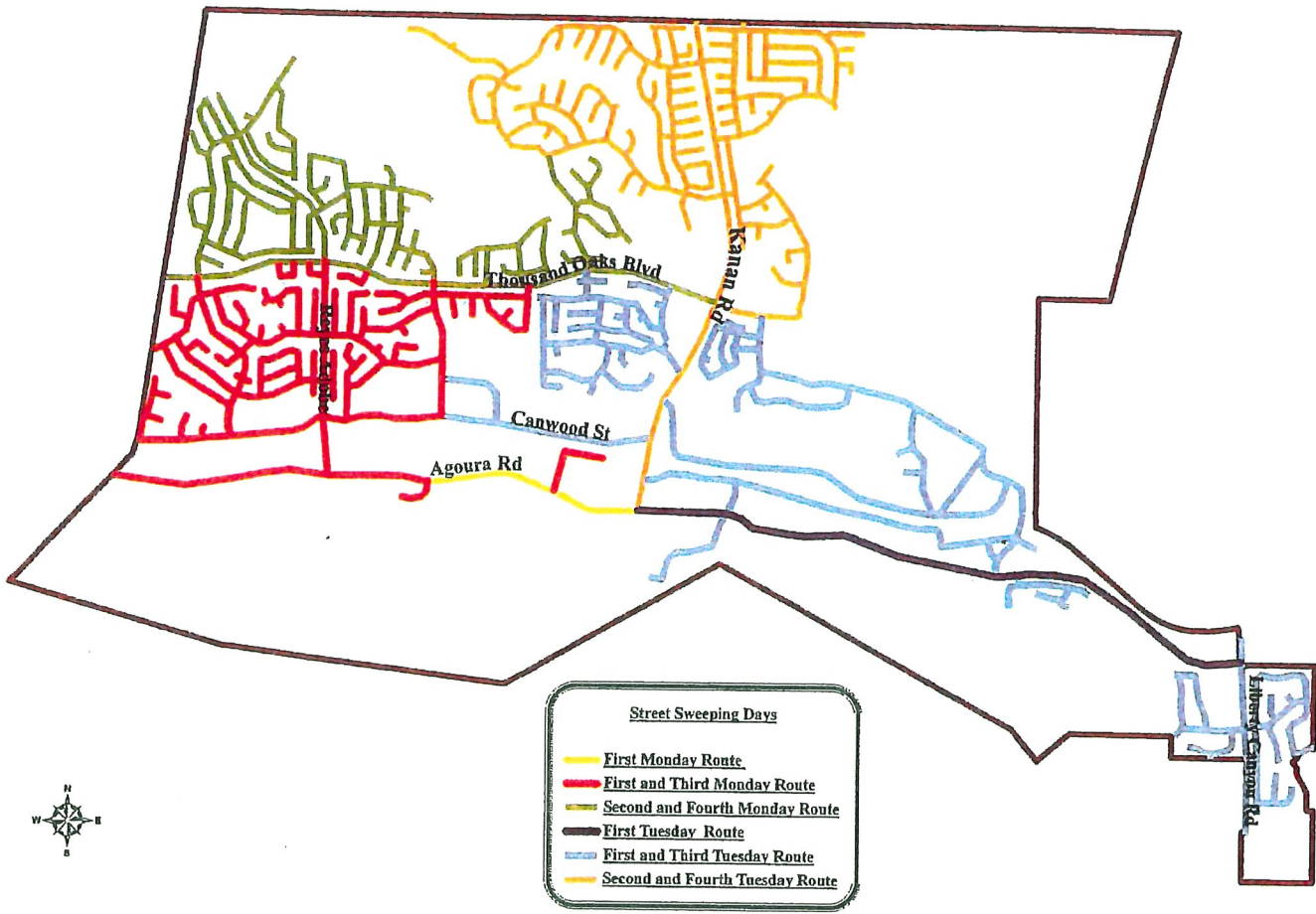




EXHIBIT 'D'

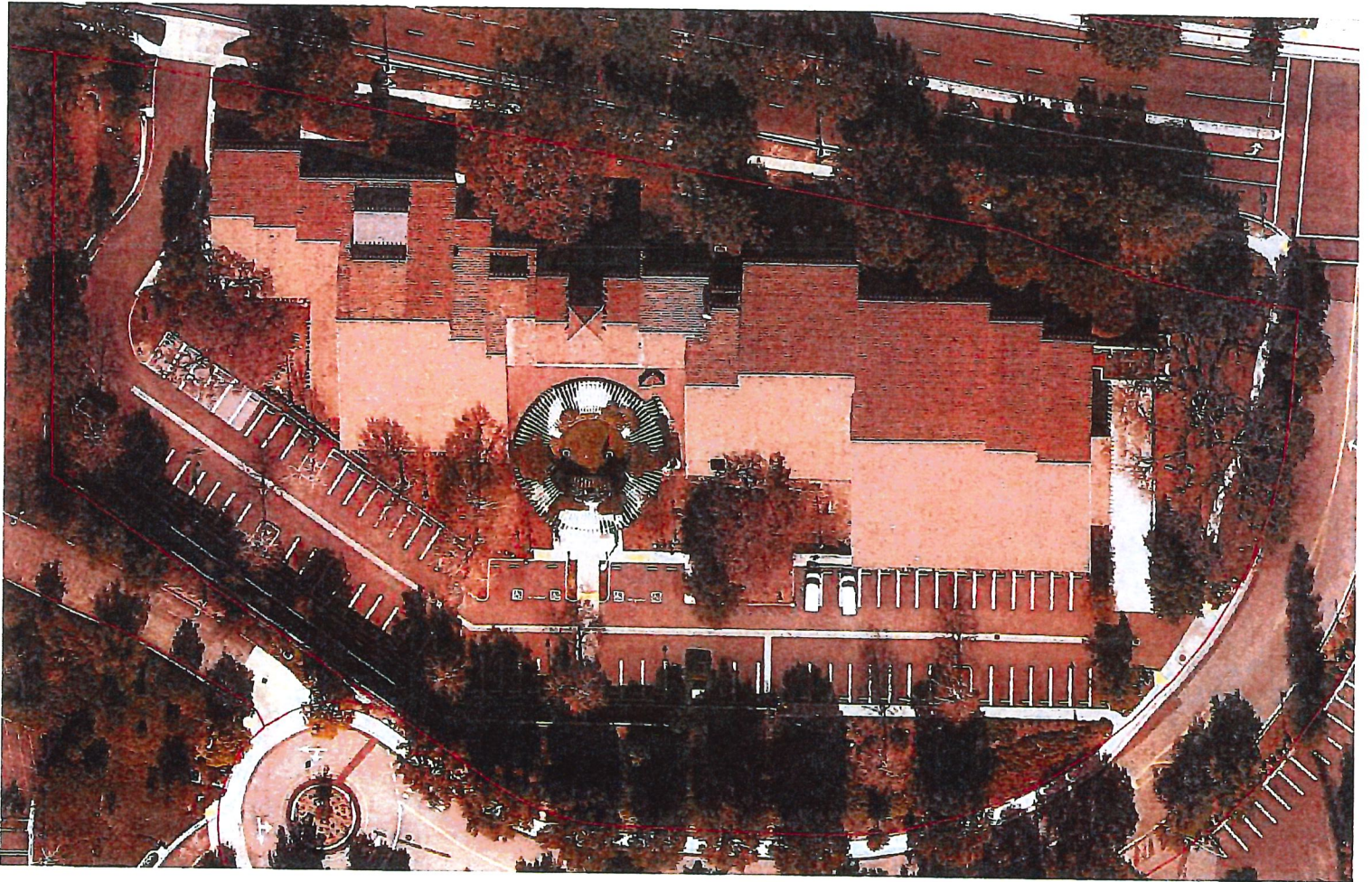




EXHIBIT E

