

REPORT TO CITY COUNCIL

DATE: JUNE 26, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

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

SUBJECT: REQUEST FOR APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH SWEEPING CORPORATION OF AMERICA, RELATED TO STREET SWEEPING SERVICES

The purpose of this report is to seek approval of a first amendment to the agreement with Sweeping Corporation of America (Contractor), extending the term of the contract by one year and amending the payment amount.

On May 12, 2021, the City Council authorized a contract award to the Contractor, (formerly Clean Street), in the amount of \$525,000, for a three-year term with the option of two additional one-year extensions, for a total of five years. The original contract was awarded to Clean Street which was then sold and consolidated into Sweeping Corporation of America in 2023. Staff feels it is in the best interest of the City to approve the first amendment, which will extend the agreement until June 30, 2025.

The payment terms and scope of work have been modified to be consistent with Department of Industrial Relations (DIR) rulings regarding the payment of prevailing wage for Street Sweeping Operators. The City is obligated to meet the State's DIR rulings. The proposed contract scope of work includes sweeping of all residential streets once per month and all arterial and collector streets twice a month, as reviewed by the Public Works Subcommittee on April 26, 2024, and presented to the City Council on June 12, 2024. This is a reduction in the level of service over current and previous years, where arterial streets have been swept weekly and residential streets swept twice monthly. City Council has requested staff watch the program closely and return to the Public Works Subcommittee should a degradation of water quality or bike ability be experienced. If the Subcommittee recommends an increase in street sweeping, a mid-year budget adjustment could be recommended.

If approved, the recommended contract amendment includes a not-to-exceed amount of \$163,000 for Fiscal Year 2024-25, and a total contract price of \$688,000.

The proposed Amendment for Contractor Services has been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

Funding for street sweeping services is appropriated annually. As described above, this year's annual appropriation is recommended to be increased in the Gas Tax fund (020), in the amount of \$26,174. The proposed FY 2024-25 Budget, including the increase mentioned, has \$61,174.00 in Street Sweeping Account (020-4515-552021) and \$102,000 in Street Sweeping Account (065-4515-552021.)

As described above, it may be necessary to increase the budget should the reduction in level of service be unsatisfactory to the City Council and our residents.

RECOMMENDATION

Staff respectfully recommends the City Council approve the First Amendment to the Agreement for Contractor Services with Sweeping Corporation of America, related to street sweeping services.

Attachment: First Amendment to Agreement for Contractor Services

FIRST AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	Sweeping Corporation of America
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Brad Becker
CONTRACTOR'S ADDRESS:	2400 Eastman Ave Oxnard, CA 93030
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, 2024
TERMINATION DATE:	June 30, 2025
CONSIDERATION:	Amendment Amount: \$163,000 Total Contract Price Not to Exceed: \$688,000

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND SWEEPING CORPORATION OF AMERICA
STREET SWEEPING SERVICES**

THIS FIRST AMENDMENT is made and entered into as of July 1, 2024, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Sweeping Corporation of America (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, 2021, the City and Contractor entered into that certain Agreement entitled "Agreement for Street Sweeping Services, in the amount of Five Hundred Twenty-Five Thousand and Zero Cents (\$525,000).

b. The parties now desire to extend the term of the agreement to June 30, 2025, increase the payment in the amount of One Hundred Sixty-Three Thousand and Zero Cents (\$163,000), amend the schedule, 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, 2025 unless sooner terminated pursuant to the provisions of this Agreement."

3. Section 4 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-Three Thousand and Zero Cents (\$163,000), for additional street sweeping services for a total Agreement amount of Six Hundred Eighty-Eight Thousand and Zero Cents (\$688,000)."

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 FIRST 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

Sweeping Corporation of America
2400 Eastman Ave
Oxnard, CA 93030
Brad Becker
805-201-0040

By: _____
DocuSigned by:
F22E0150EB9D409...

Print Name: Tyler Haskell

Title: District Manager

By: _____
DocuSigned by:
D061C8895034FD...

Print Name: Brad Becker

Title: Regional 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.

EXHIBIT A

SCOPE OF SERVICES

GPS tracking Access required:

The street sweeping vehicles(s) assigned to the City shall be outfitted with a GPS tracking system, and the Contractor is required to provide the City's designated representative access to such system to be able to track the unit and view reports/map when sweeper is providing sweeping services for the City.

Schedule:

The unit price in the proposal and in the monthly progress payment shall be based on the actual curb miles swept. The residential street sweeping shown on the Street Sweeping Schedule are to be swept on Monday or Tuesday. Arterials street sweeping shown on the Street Sweeping Schedule are to be swept biweekly on Wednesday. The City Hall parking lots shall be swept once per month before 7:00a.m.

Exceptions To The Schedule:

When inclement weather, in the opinion of the Engineer, prevents adherence to the sweeping schedule, the Contractor shall not be required to comply with the schedule. However, the Contractor shall perform all extra work resulting from such inclement weather without additional charge when the streets are next swept in accordance with the City's approved schedule.

In the event the Contractor is prevented from completing the sweeping for any reason other than inclement weather (i.e. because of equipment breakdown, etc.), the Contractor shall be required to complete the sweeping so deferred a minimum of one week prior to the next scheduled sweeping date, or give the City credit for the work not performed in accordance with the compensation rate specified in the Contractor's bid proposal, subject to the approval of the City. Deferred sweeping must commence on the next available date and the regular street sweeping sequence defined on Street Sweeping Schedules and List of Streets in Attachment C must be maintained. In no circumstance shall sweeping be performed within 7 days of the next regularly scheduled sweep to avoid crediting the City for work not performed.

The Contractor will be advised of any possible temporary/permanent disruptions to the sweeping schedule that will require temporary/permanent changes to the schedule. Upon notification of any such disruption, the Contractor will submit, within five (5) working days, a revised temporary/permanent schedule to accommodate the newly advised situation to the Engineer for approval. No additional compensation will be made for work required by the Contractor to create, submit and deploy the newly revised schedule.

Additional Work:

In the event the Agency desires to extend the regularly scheduled street sweeping program to include additional streets or a group of streets for a specified period of time after the effective date of the contract, then any such additional sweeping which is required of the Contractor shall

be paid for at the current bid unit price for compensation specified by this contract or any subsequent amendments to it.

The Contractor shall provide on-call street sweeping services as directed by the Engineer. The Contractor will be given a two (2) hour notification when these services are required, and they will be paid for at the current unit prices for compensation specified by this contract or any subsequent amendments to it.

Standards of Performance:

The Contractor shall perform in accordance with standards of performance which are considered to be good street sweeping practices and which are subject to approval of the City.

Street sweeping speed shall not exceed the manufacturer's recommendations for the sweeper nor the speed for good street sweeping practices as determined by the City. In any case, vehicle speed shall not exceed eight (8) miles per hour during sweeping operations. The City may require installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping to verify sweeping speed.

City-Observed Holidays:

There shall be no sweeping of any streets on any City-Observed Holiday. When a scheduled sweeping day falls on a City-Observed Holiday, the sweeping schedule must be modified for sweeping to take place the first working day after the celebration of the Holiday in question. For example, if Holiday falls on a Monday, then sweeper will sweep the Monday route on Tuesday, the Tuesday route on Wednesday, and the Wednesday route on Thursday, etc.

Below is a list of City-Observed Holidays:

New Year's Day
Martin Luther King
President's Day
Memorial Day
Independence Day (July 4th)
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

Public Convenience:

The Contractor shall conduct his operations in a manner that causes the least possible obstruction and inconvenience to the public and to the flow of public traffic. The City shall determine whether the level of inconvenience the Contractor's operations causes is acceptable.

Citizen Complaints:

The Contractor shall investigate and respond to any and all complaints received from the City which may concern the quality of the Contractor's performance. Complaints received prior to 5:00 p.m. shall be resolved the next working day (a working day shall be defined as Monday through Friday). If the

resolution of a valid citizen complaint results in any action by the Contractor (re-sweeping, etc.), then this action will be performed at no cost to the City.

Valid complaints by citizens related to the quality of the Contractor's performance in excess of five (5) per month shall be considered excessive and may be the basis for cancellation of the contract by the City with no less than thirty (30) days advance written notice to the Contractor.

The Contractor shall maintain a Complaint Log of all complaints received. The log will include the date and time of the complaint, the nature of the complaint, and the action that was taken by the Contractor to resolve the complaint. The Complaint Log will be turned in weekly, as part of the Contractor's Weekly Report.

Weekly Report:

The Contractor will submit a Weekly Report which details all work accomplished and any problems encountered during the week. At a minimum, the Weekly Report shall include the following:

- o The services accomplished during the week, including the actual number of curb miles swept
- o The Complaint Log for the week covered by the Weekly Report
- o A description of any unusual incidents that affected the Contractor's performance of services
- o A description of any problems within the public right-of-way concerning construction material/stockpiles, accumulation of debris, street failures, downed traffic signs, standing water, overgrown vegetation and any other maintenance problems, whether or not these problems affect the performance of the Contractor's services
- o Printed GPS reports to be included and/or the contractor's GPS Data made available for up to six months prior that can be downloaded in an Excel document format by city staff.

The Weekly Report shall be signed by a company representative legally qualified to represent the Contractor.

Personnel:

The Contractor shall employ competent, professional and experienced drivers and mechanics for the performance of the contract services. The determination of the competency of the Contractor's personnel is subject to the approval of the City. All drivers shall possess a valid California Driver's License of the class required for the equipment operated. The drivers and other agents of the Contractor shall be in uniform or other suitable attire while performing the contract services. The suitability of the attire is subject to the approval of the City.

Equipment:

All equipment used for the performance of this contract shall be standard heavy-duty mechanical or vacuum street sweeping equipment necessary to properly clean streets of litter, dirt, rocks, leaves and other debris. In no event will the contractor utilize any equipment which is more than five (5) years old, or has visible graffiti. The Contractor must show proof of ownership or a signed lease for each piece of equipment listed in the bid proposal.

All equipment used for the performance of the Contractor's services shall be equipped with adequate warning devices and lights for safe operation. Also, all equipment used by the Contractor shall conform to the requirements of the State of California Department of Motor Vehicles, the California Highway Patrol and any other applicable governing bodies.

All Equipment used in the performance of the Contractor's services must be registered and insured in accordance with the State of California Department of Motor Vehicles.

All equipment used in the performance of the Contractor's services must be equipped with an efficient water spray system for dust control, and the spray system must be maintained in good operating condition.

All sweeping equipment used for the performance of the Contractor's services shall be equipped with communication equipment which will allow the Contractor's main office to contact the sweeper drivers.

All equipment used for the performance of the Contractor's services shall be kept in a neat and clean appearance, maintained in top mechanical condition and properly adjusted from an operational and from a safety standpoint. The Contractor shall at all times maintain adequate standby sweeping equipment to be used in the event of equipment breakdown.

The Agency does not have suitable sites for storage of street sweeping equipment, and the Contractor is responsible for making any arrangements required, at no cost to the City.

Water:

The Contractor shall make his own arrangements for providing water for all sweeping services in the City, at no cost to the City.

Refuse Disposal:

The Contractor shall dispose of all refuse collected by hauling same to Los Angeles County Sanitation District, Lost Hills Landfill. Contractor shall submit dump tickets along with the monthly sweeping report for reimbursement by the City.

Measurement and Payment:

Payment for conforming to all the provisions of the Contract Documents shall be considered to be included in the contract unit prices or lump sum price for the items of work bid and shall include all costs for labor, materials, and equipment required for the execution of the work unless otherwise set forth.

The following sets forth a general description of the type of work for each bid item listed in the schedule, but is not intended to be all inclusive. All work specifically shown, called for, or indicated in the Contract Documents shall be performed whether or not specifically listed under an item description.

Fee Schedule

The contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and disposal fees associated in completing the work as specified in the RFP.

The base price shall include the above services with residential streets swept once per month and arterials swept bi-weekly

Street Type	Estimated Curb Miles (Both Ways)
Residential and Collector Sweeps: Residential streets swept from 8:00 a.m. to 4:00 p.m.	133
Arterial streets swept from 6:00 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 in said streets swept from 6:30 a.m. to 8:00 a.m. and/or 2:00 pm to 4:00 pm	28
City Hall Parking Lot	N/A
Drainage Swale at Buffwood Pl	
Estimated Total Curb Miles	161

AGOURA HILLS STREET SWEEPING SCHEDULE

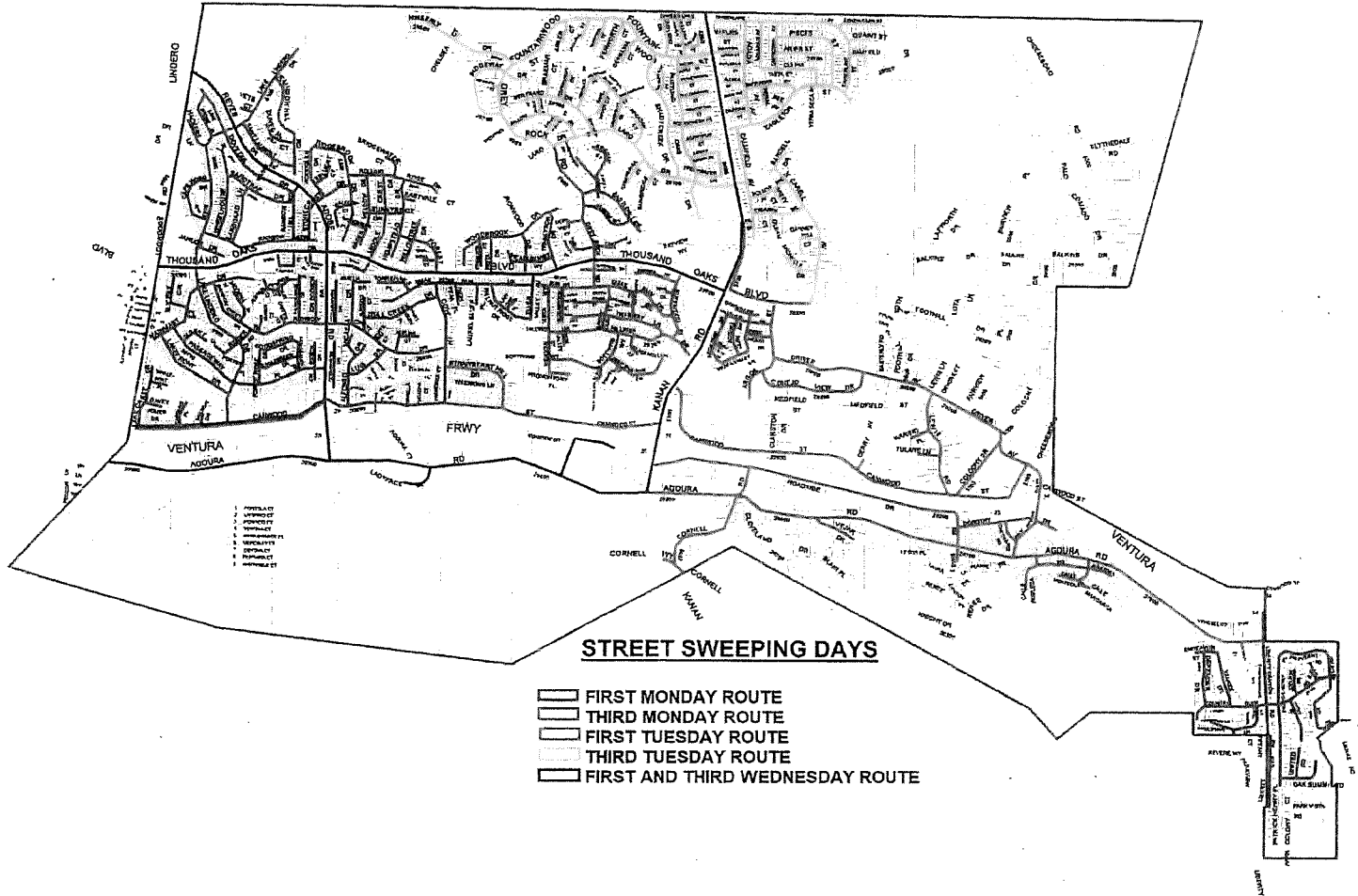


EXHIBIT B

PAYMENT RATES AND SCHEDULE

BASE RATE

The contract payment rates shall be based on the base rate as follows:

	Frequency	Rate per Curb Mile	Rate Per Month	Total Actual Cost
Residential and Collector Streets	Once per Month	\$66	\$8,778	\$105,336
Arterial Streets	Twice per Month	\$66	\$3,696	\$44,352
Disposal Estimate				\$10,000
			Total	\$159,688