

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Council Meeting of
June 12, 2012

Members of the Council:

SUBJECT: Transit – Approve agreement amendment to provide cleaning services for Torrance Transit System. Expenditure: \$13,407.

RECOMMENDATION:

Recommendation of the Transit Director that City Council approve a revised amendment to the agreement with K & P Janitorial Services, Inc. (C2009-113); to provide bus interior cleaning services, extending the agreement term for three-months (July, August and September 2012) at a cost not to exceed \$4,469 per month for a total of \$13,407.

FUNDING

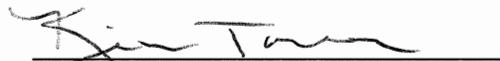
Funding is available in the Transit Department's FY2012-13 operating budget.

BACKGROUND/ANALYSIS:

On June 23, 2009, your Honorable Body approved a one-year agreement with K & P Janitorial Services Inc. K & P currently provides bus interior cleaning services for the Torrance Transit System. The agreement had options for a second and third extension at the same terms and conditions. On May 11, 2010 the second year option was approved and on May 3, 2011, your Honorable Body approved the third and final year option, which will expire on June 30, 2012.

Due to unanticipated circumstances, it was decided that it would be best that Transit retain K & P Janitorial Services for a three-month period (July, August and September 2012) while a new Request for Proposal for Transit bus interior cleaning service is developed. Transit would be without bus cleaning services should the contract terminate outright on June 30, 2012.

Respectfully submitted,



Kim Turner
Torrance Transit Director

CONCUR:

for 
LeRoy J. Jackson
City Manager

Attachment: A) Amendment to Agreement C2009-113.

THIRD AMENDMENT TO AGREEMENT (C2009-113)

This Third Amendment to Agreement ("Amendment") is made and entered into as of July 1, 2012 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and K&P Janitorial Services, Inc., a California corporation ("CONTRACTOR").

RECITALS:

- A. The CITY previously circulated a Notice Inviting Bids to Furnish Personnel to Clean Buses for the City of Torrance Transit Department (Torrance Transit System), BID NO. B2009-18 (the "NIB").
- B. CONTRACTOR submitted a Bid (the "Bid") in response to the NIB. In its Bid the CONTRACTOR represented that it is qualified to perform those services requested in the NIB. Based upon its review of all Bids submitted in response to the NIB, the CITY awarded Agreement C2009-113 (the "Agreement") to CONTRACTOR.
- C. The Agreement entered into was for an amount not-to-exceed \$53,625.00 in Fiscal Year 2009-2010 for a one year term. The agreement was set to terminate on June 30, 2010. The Agreement was renewed for a second year with terms and conditions remaining the same, at a cumulative cost not to exceed \$107,250. As amended, the Agreement was set to terminate at the end of June 30, 2011.
- D. In 2011 the Agreement was again amended for a third and final year
- E. The parties now wish to extend the Agreement through September 30, 2012, in order to develop a new bid for future Transit cleaning services.

AGREEMENT:

1. Paragraph 2, entitled "TERM", is amended to read in its entirety as follows:

"Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through September 30, 2012."

2. Paragraph 3A, entitled "COMPENSATION" is amended to read in its entirety as follows:

"A. CONTRACTOR'S Fee

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit

B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$174,282 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

3. In all other respects, the Agreement between the CITY and CONTRACTOR is ratified and reaffirmed and remains in full force and effect.

CITY OF TORRANCE
a municipal corporation

K&P Janitorial Services, Inc.
a California corporation

Frank Scotto, Mayor

By: _____
Kelly Lynch, President

ATTEST:

Sue Herbers, CMC
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____
Patrick Q. Sullivan
Assistant City Attorney