

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

Council Meeting Of
June 24, 2008

Members of the Council:

**SUBJECT: Transit –Approve Amendment One to Contract Service Agreement with
Brigadier Corporation to clean Transit Buses**

Expenditure: \$158,080

RECOMMENDATION:

Recommendation of the Transit Director that Council approve an Amendment to Agreement C2007-097 with Brigadier Corporation for the cleaning of bus interiors. The amendment extends the Agreement until June 30, 2009 at a cost not to exceed \$158,080 per year.

FUNDING

Funding is available in the Transit Department's FY2008-09 operating budget.

BACKGROUND/ANALYSIS:

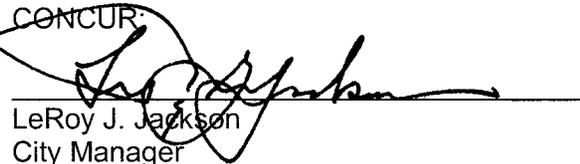
On June 19, 2007, Your Honorable Body approved a one year agreement (C2007-097) with Brigadier Corporation to provide personnel for the interior cleaning of transit buses. The term of this agreement was from July 1, 2007 to June 30, 2008, with the option of a second year extension with all terms and conditions remaining the same.

The Transit Director is satisfied with the services rendered by this contractor and wishes to exercise the option of extending the contract for another year. Brigadier Corporation has also agreed to a one year extension of the agreement. Attachment A of this item is an Amendment to extend the date of the contract until June 30, 2009. The contractor's annual compensation rate of \$158,080 will remain the same. A clause has been added that will allow the contractor to provide additional cleaning services for special events that were not originally scheduled but require in-depth cleaning and detailing of buses. All other aspects of the agreement are unchanged and are reaffirmed and in full force and effect.

Respectfully submitted,



Kim Turner
Torrance Transit Director

CONCUR:


LeRoy J. Jackson
City Manager

Attachments:

- A) Amendment to Service Agreement C2007-097

AMENDMENT TO AGREEMENT (C2007-097)

This Amendment to Agreement ("Amendment") is made and entered into as of July 1, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Brigadier Corporation, a California Corporation ("CONTRACTOR").

RECITALS:

- A. The CITY previously circulated a Notice Inviting Bids to Provide Personnel to Clean Buses for the City of Torrance Transit Department (Torrance Transit System), No. B2007-12 (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 the Agreement to CONTRACTOR.
- C. The Agreement entered into was for an amount not-to-exceed \$158,080 in Fiscal Year 2007-2008. The agreement was for a one year term with a termination date of June 30, 2008.
- D. In CONTRACTOR's Bid, CONTRACTOR indicated it would agree to renew the Agreement for a second year. Both parties at this time desire to extend the Agreement for an additional one-year term on the same terms and conditions.

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 June 30, 2009."

- 2. Paragraph 3A, entitled "CONTRACTOR's Fee" 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 Proposal 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 \$316,160.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY. This would include any Additional Cleaning

Services (ACS) requested by the CITY of the CONTRACTOR for cleaning services not originally scheduled per the agreement. ACS is reserved for special events on an as needed basis (e.g. – Presidential/Dignitary visits to the City, Armed Forces Day, Holidays, etc.), and CONTRACTOR will be compensated using the existing hourly rate. “

- 3. The person(s) executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.
- 4. In all other respects, the Agreement dated July 1, 2007 between the CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE
a Municipal Corporation

Brigadier Corporation,
a California Corporation

Frank Scotto, Mayor

By: _____
Tony Percell
Director

ATTEST:

Sue Herbers
City Clerk

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

By: _____