

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

Council Meeting of  
May 3, 2011

**Members of the Council:**

**SUBJECT: Transit – Approve agreement amendment to provide cleaning services for Torrance Transit System.**

**Expenditure: \$53,625**

**RECOMMENDATION:**

Recommendation of the Transit Director that Council approve a second amendment to the agreement with K&P Janitorial Services, Inc. (C2009-113) to provide bus interior cleaning services for the Torrance Transit System, at a cost not to exceed \$53,625 annually.

**FUNDING**

Funding is available in the Transit Department's FY2011-12 operating budget.

**BACKGROUND/ANALYSIS:**

On June 23, 2009, Your Honorable Body approved a one year agreement (C2009-113) with K&P Janitorial Services, Inc. to provide bus interior cleaning services for the Torrance Transit System. The term of this agreement was from July 1, 2009 to June 30, 2010, with the option for a second and third year extension with all terms and conditions remaining the same. On May 11, 2010, Your Honorable Body approved an Amendment (the second year option) to extend the agreement to June 30, 2011, all terms and conditions remaining the same.

The Transit Director is satisfied with the services rendered by this contractor and wishes to exercise the third and final option of extending the contract for one additional year. K&P Janitorial Services, Inc. has also agreed to a one year extension of the agreement. Attachment A of this item is the Second Amendment to extend the date of the contract until June 30, 2012. The contractor's annual compensation rate of \$53,625 will remain the same.

Respectfully submitted,



Kim Turner  
Torrance Transit Director

CONCUR:



LeRoy J. Jackson  
City Manager

Attachments: A) Amendment to Agreement C2009-113

## SECOND AMENDMENT TO AGREEMENT (C2009-113)

This Second Amendment to Agreement ("Amendment") is made and entered into as of July 1, 2011 (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 the Bid CONTRACTOR indicated it would agree to renew the Agreement for a third year. Both parties at this time desire to extend the Agreement for an additional one-year term (third year).

### 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, 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 \$160,875.00 ("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