



AGENDA REPORT

Meeting Date: November 3, 2015

Item Number: D-10

To: Honorable Mayor & City Council

From: Chad Lynn, Assistant Director of Public Works Services ✓
Desarae Jones, Management Analyst, Public Works Services *DJ*

Subject: AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ABLE BUILDING MAINTENANCE CO. FOR CUSTODIAL MAINTENANCE SERVICES; AND

AUTHORIZING THE CITY MANAGER TO APPROVE A CHANGE PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF UP TO \$122,173 TO ABLE BUILDING MAINTENANCE FOR THESE SERVICES.

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an Amendment No. 2 to the agreement between the City of Beverly Hills and ABLE Building Maintenance Company ("ABLE") Agreement No. 340-10 for custodial maintenance services; and authorize the City Manager to approve a change purchase order in a not-to-exceed amount of up to \$122,173 for these services.

INTRODUCTION

The City provides building maintenance services to 70 buildings and structures with a total area of 3,200,000 sq. ft. The City contracts with ABLE to provide custodial maintenance service to 41 of the City's public buildings, park facilities, parking structures and City's commercial buildings.

In 2010, after a competitive selection process, the City of Beverly Hills entered into an agreement (# 340-10) with ABLE to provide janitorial maintenance services and supplies to these buildings and structures. The City Council approved Amendment No. 1 to the

Agreement (#132-15) in April 2015 extending the existing agreement until June 30, 2016, with the option to extend for one additional year.

This item requests the City Council authorize the City Manager to execute Amendment No. 2 to the current agreement as proposed to expand the scope of services at parking structures to include Day Porter service to increase service levels at specific locations through additional cleaning and janitorial services.

DISCUSSION

The City's current agreement with ABLE covers the janitorial services that are provided on a daily, weekly, monthly, bi-monthly, annual and bi-annual basis with some work performed seven days a week. The current ABLE agreement provides a limited range of janitorial services for facilities and parking structures. The current services provided in parking facilities are as follows:

- Rotating Day Porter Service at parking structures
 - Responsible for the daily, weekly and monthly general cleaning and restocking of supplies at parking facilities
 - Responsible for the cleaning of bathrooms in structures
- Dedicated Day Porter Service at Beverly/Canon Parking and Office Facilities
- Power Sweeping Services One Time Per Month

Amendment No. 2 to the agreement will provide for two (2) dedicated full-time Day Porter attendants, at peak service hours, to complete detailed and comprehensive cleaning services, including cleaning of signage and entry/exit equipment, sweeping and mopping of elevators, stairwells and parking attendant booths, and cleaning and stocking parking facility restrooms at the following four parking facilities:

- 345 N. Beverly
- 216 S. Beverly
- 9510 Brighton Way
- 461 Bedford Drive

Increasing the scope of services to include dedicated Day Porter services at these locations will immediately improve the appearance and customer experience at these facilities.

FISCAL IMPACT

Amendment No 2. to the agreement provides for additional services at a fixed monthly cost of \$10,273 which includes labor, materials and supplies, with a contingency of \$40,000 per year. Since these changes are being implemented in the current fiscal year, a change purchase order is required in the amount of \$122,173 to provide these services during the remainder of the 2015/2016 fiscal year and \$163,276 on an annual basis in the 2016/2017 fiscal year.

The amended total annual value of this agreement for all janitorial services provided will be \$1,774,329 for F/Y 2015/2016 and \$1,924,873 for F/Y 2016/2017 inclusive of contingencies. These specific services, provided at the Parking Facilities, will be provided by the current operating budget within the Parking Services Fund. This amendment does not impact the portion of this agreement funded by the General Fund.


George Chavez

Approved By

Attachment 1

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND ABLE BUILDING
MAINTENANCE CO. FOR CUSTODIAL MAINTENANCE
SERVICES

This Amendment No. 2 is to that certain Agreement, dated August 17, 2010, identified as Contract No. 340-10, and amended by Amendment No. 1 dated April 7, 2015 and identified as Contract No. 132-15 (collectively, "Agreement"), copies of which are on file in the Office of the City Clerk, between the City of Beverly Hills, a municipal corporation ("City") and Able Building Maintenance Co. ("Contractor"), for custodial maintenance services.

R E C I T A L S

A. City entered into the Agreement with Contractor to provide custodial maintenance services.

B. City desires to amend the scope of services to include additional services and provide compensation to Contractor for such services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Paragraph 4 of the Form of Contract entitled "Payment Schedule" shall be amended to read as follows:

"4. PAYMENT SCHEDULE.

(a) Fiscal Year 2014-15. For fiscal year 2014-2015, City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum of \$124,767.63 per month, for a total annual cost of \$1,497,211.56.

(b) Fiscal Year 2015-16. For fiscal year 2015-2016, City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum of \$137,534.57 per month, for a total annual cost of \$1,609,328.51.

In addition, in consideration of adding additional optional services as outlined in Section 5 of this Amendment No. 1, and as contingency funds for unanticipated work outside of the Scope, City shall pay Contractor the sum of up to \$165,000 per year for such additional services and contingencies as may be requested by the City.

(c) Fiscal Year 2016-17. For fiscal year 2016-2017, City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum of up to \$142,625.09 per month, for a total annual cost of up to \$1,711,501.08.

In addition, in consideration of adding additional optional services as outlined in Section 5 of Amendment No. 1, and as contingency funds for unanticipated work outside of the Scope, City shall pay Contractor the sum of up to \$167,500 per year for such additional services and contingencies as may be requested by the City.

(d) Contractor shall submit an itemized statement to City for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services rendered including the cost per item. City shall pay Contractor the amount of such undisputed billing within thirty days of receipt of same."

Section 2. Paragraph 33 to Section 8 of the Agreement entitled "SCOPE OF SERVICES", shall be added to read as follows:

"33. PARKING FACILITY DAY LOCATIONS:

345 North Beverly Drive
216 South Beverly Drive
461 North Bedford Drive
9510 Brighton Way

DAY PORTER SCHEDULE AND DUTIES:

DAY PORTER #1	DAILY MONDAY THROUGH FRIDAY	9AM-5:30PM
DAY PORTER #2	DAILY TUESDAY THROUGH SATURDAY	9AM-5:30PM

DAILY DUTIES 7 DAYS A WEEK:

- (1) Sweep and mop lobby tiles and elevator landings.
- (2) Wipe down hand rails in stairwells, near booths and driveways.
- (3) Spot clean elevator interiors and exterior.
- (4) Clean glass in elevator lobbies and doors.
- (5) Empty Trash in elevator landings, lobbies and throughout garage.
- (6) Dust Garage Signage.
- (7) Sweep stairwells and spot mop any stains.
- (8) Inspect restrooms, spot clean and restock.

ADDITIONAL DUTIES TUESDAY – THURSDAY

- (1) Detail sweep and Mop Stairwells.
- (2) Detail Elevator Interiors.
- (3) Details Clean Parking Entry and Exit Equipment.
- (4) Detail Clean Interior Parking Booths."

Section 3. Paragraph 2 of Subpart A of Section 9 of the Agreement entitled

“Prices” shall be amended as follows:

“2. PRICES. Contractor expressly states that prices shown in this Contract shall be considered firm for the duration of any extensions to the agreement. Escalation provisions shall be the maximum dollar amount and a maximum percentage amount due upon extension of this agreement.

ESCALATION CLAUSE

It is understood and agreed that the prices shown throughout this document shall apply throughout the term of the issued purchase order and any extensions thereof. Should this Contract extend beyond the first year, the following percentage for escalation of costs, shall be applied to the first year base bid, as indicated.

Effective:	One year from date of original contract			
Year Two FY 2011-12:	Escalation:	Add 5%	\$5,132.33	increase per month
		total cost:	\$107,778.99	per month
Effective:	Two years from date of original contract			
Year Three FY 2012-13:	Escalation:	add 5%	\$5,388.94	increase per month
		total cost:	\$113,167.93	per month
Effective:	Three years from date of original contract			
Year Four FY 2013-14:	Escalation:	add 5%	\$5,658.39	increase per month
		total cost:	\$118,826.32	per month
Effective:	Four years from date of original contract			
Year Five FY 2014-15:	Escalation:	add 5%	\$5,941.32	increase per month
		total cost:	\$124,767.63 \$1,497,211.56	per month annually

Effective:	Six years from date of original contract			
Year Six FY 2015-16:	Escalation:	add 2%	\$2,495.35	increase per month
		total	\$137,534.57	per month
		cost:	\$1,609,328.51	annually
	Optional Additional Services and Contingency:	Up to	\$165,000.00	annually
Effective	Seven years from original contract date			
Year Seven FY 2016-17:	Escalation:	add 2%	\$2,545.26	increase per month
		total	\$142,625.09	per month
		cost:	\$1,711,501.08	annually
	Optional Additional Services and Contingency:	Up to	\$167,500.00	annually

ADDITIONAL SERVICES (PARKING FACILITY DAY PORTER SERVICES)

<u>DESCRIPTION</u>	<u>MONTHLY RATE</u>
Monthly Parking Garage Day Porter Services	\$10,271.59
<u>DESCRIPTION</u>	<u>ANNUAL RATE</u>
Contingency for Additional Services	Not to exceed \$40,000

SPECIAL EVENTS AND ADDITIONAL SERVICES: The City may from time to time require additional coverage beyond the defined Scope of Work for special events and functions or additional cleaning services. The Contractor shall be required to provide these services when directed by the Administrator. The Contractor shall provide a written estimate for the services when required by the Administrator. The hourly rates for services and costs of supplies stipulated in the Agreement shall apply to special events and additional services."

Section 4. Except as specifically amended by Sections 1, 3 and 5 of Amendment No. 1 and Amendment No. 2, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the ____ day of _____ 2015 at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

MAHDI ALUZRI
City Manager

CONTRACTOR: ABLE BUILDING
MAINTENANCE CO.

MARK LANGERMANN
Vice President

JEFF WOFFORD
Chief Financial Officer

[Signatures continue]

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

LAURENCE S. WIENER
City Attorney

GEORGE CHAVEZ
Director of Public Works Services

KARL KIRKMAN
Risk Manager