

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	APPROVAL OF AMENDMENT TO THE AGREEMENT WITH CLEANSTREET FOR STREET SWEEPING AND CATCH BASIN CLEANING SERVICES		
		Date:	May 14, 2013

OBJECTIVE

To obtain City Council approval to amend the City's current service agreement for street sweeping and catch basin cleaning with CleanStreet, extending the agreement for one (1) year, to November 29, 2014.

BACKGROUND

Street sweeping is an integral element in keeping the City in compliance with its National Pollutant Discharge Elimination Systems (NPDES) permit. Our current sweeping program removes approximately 280 tons of debris from our City's storm drain system monthly. The cost of our service agreement is \$793,614.60 per year.

In November 2007, the City entered into an agreement with CleanStreet for street sweeping services and catch basin cleaning. The contract was written as a two-year initial term with two, two-year renewal options, for a total term of 6 years. The expiration date of the contract is November 30, 2013.

DISCUSSION

Currently, the Department is operating with two vacancies in the part time Parking Control Specialist (PCS) position. It is not advisable to bring in a new street sweeping contractor at the same time new PCS's are learning their job. It is expected that the new PCS's will be hired and trained within the next fiscal year (2013-14).

Staff is currently in the process of preparing information and gathering documents to proceed with a Request for Proposals (RFP) for a new agreement. Division Management has reviewed this issue and all its impacts and has concluded it would be in the City's best interest to seek a one-year agreement extension.

APPROVAL OF AMENDMENT TO THE AGREEMENT WITH CLEANSTREET FOR STREET
SWEEPING AND CATCH BASIN CLEANING SERVICES

May 14, 2013

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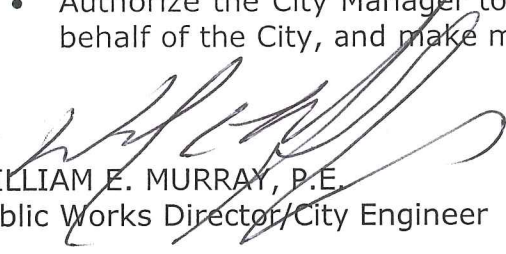
FINANCIAL IMPACT

The one-year contract extension will be in an amount not to exceed \$793,614.60.
Funding is available in the Public Works Department budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the extension to the contract with CleanStreet until November 29, 2014, in an amount not to exceed \$793,614.60; and
- Authorize the City Manager to execute the amendment to the agreement on behalf of the City, and make minor modifications as appropriate thereto.


WILLIAM E. MURRAY, P.E.
Public Works Director/City Engineer


By: Albert J. Holmon, III
Environmental and Streets Division Manger

Attachment: Amendment to Contract

Recommended for Approval


Matthew Fertal
City Manager

CITY OF GARDEN GROVE**AMENDMENT NO. 3**

To: Furnish All Labor, Materials, Traffic Control, Equipment And Transportation, Be Responsible For Locating Dump Sites, Do All Work Required For Proper Removal And Disposal Of Debris From City Of Garden Grove Public Right of Ways

This Amendment No. 3 to Furnish All Labor, Materials, Traffic Control, Equipment And Transportation, Be Responsible For Locating Dump Sites, Do All Work Required For Proper Removal And Disposal Of Debris From City Of Garden Grove Public Right of Ways is made and entered into this ____ day of _____ 2013, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Cleanstreet, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **08-2608**, effective **November 27, 2007**.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1.0 Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from **November 30, 2013** to **November 29, 2014**.

Section 3.1 COMPENSATION - shall be revised as follows:

The contract Price is hereby increased from \$4,611,687.00 to a new Firm Fixed Price of \$5,405,301.60. This is an increase of \$793,614.60 to extend the contract for one additional year per Attachment A.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Cleanstreet, Inc.

By:  _____


Name: Jere Costello

Title: President

Date: April 18, 2013

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:



Garden Grove City Attorney

4/23/13

Date

ATTACHMENT "A"

2013 04-03-13 Request Contract Extension.pdf

<http://zimbra.ci.garden-grove.ca.us/service/home/~/?2013 04-03-13 Re...>



April 3, 2013

Mr. Mark Ladney
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842

RE: CONTRACT EXTENSION

Dear Mark,

CleanStreet would like to extend the current street sweeping contract with the City of Garden Grove for an additional one year period. All terms, conditions, and pricing will remain the same.

Please give me a call if you have any questions or comments.

CleanStreet appreciates your business and looks forward to working with the City of Garden Grove for an additional one year period.

Sincerely,
CLEANSTREET

Rick Anderson
Director of Business Development

Cell: (310) 740-1601
Office: (800) 225-7316 x108
randerson@cleanstreet.com