

## **ITEM 10.N.**

### **MOORPARK CITY COUNCIL AGENDA REPORT**

**TO:** The Honorable City Council

**FROM:** Allen Walter, Landscape/Parks Maintenance Superintendent 

**DATE:** October 15, 2012 (CC Meeting of November 7, 2012)

**SUBJECT:** Consider Authorizing the City Manager to Execute a Fourteen (14) Month Agreement Amendment with Kelly Cleaning and Supplies, Inc. for Janitorial Services with Compensation Not to Exceed \$71,583

#### **BACKGROUND**

The City currently contracts with Kelly Cleaning and Supplies, Inc., (Kelly Cleaning) for janitorial services at Arroyo Vista Recreation Center (AVRC), the Moorpark Public Services Center, and the Moorpark Public Library. In addition, Kelly Cleaning provides janitorial services on an as needed basis at the Moorpark Civic Center and the High Street Arts Center. Kelly Cleaning's annual compensation is \$49,995. In September the City added the Ruben Castro Human Services Center (RCHSC) facility to sites requiring janitorial services. The addition of the RCHSC annual cost of \$5,724 will increase Kelly Cleaning's compensation to \$55,679 which exceeds the City Manager's authority to approve an Agreement without City Council authorization. Adding a ten percent (10%) contingency amount of \$5,568 will increase the annual cost to \$61,247. The proposed 14-month term is calculated at a total cost of approximately \$71,455.

Please note that City staff is currently evaluating reducing or eliminating contract janitorial services at Arroyo Vista Recreation Center (AVRC). The service would instead be performed by City staff during times AVRC is rented or staff otherwise needs to be present. If such occurs the Agreement with Kelly Cleaning and Supplies would be reduced.

#### **DISCUSSION**

The City's acceptance of the RCHSC facility has increased the demand for additional janitorial services to the City's janitorial services agreement. Kelly Cleaning has provided janitorial services for several years, however, before amending Kelly Cleaning's agreement, staff requested proposals for janitorial services at AVRC, the Moorpark Public Services Center, the Moorpark Public Library, RCHSC, on an as needed basis at the Moorpark Civic Center and the High Street Arts Center. Five

janitorial service providers, including Kelly Cleaning were contacted for bids. Only two of the five replied. One was Kelly Cleaning for \$49,320 in annual compensation and \$22.00 per hour for on an as a needed basis. The other bid submitted was from Excellent Building Maintenance, Inc., for \$62,880 in annual compensation and \$25.00 per hour for on an as needed basis, making Kelly Cleaning the low bidder.

Since Kelly Cleaning is the low bidder, staff is amending their 2011 agreement to include the RCHSC facility at 612 Spring Road, increasing their annual compensation to \$53,679 for regularly scheduled janitorial services and \$2,000 on an as needed basis, totaling Agreement compensation at \$55,679. However, City code does not permit the City Manager authority to approve contracts that exceed \$50,000. Therefore, staff is requesting that Council approve an Amendment with Kelly Cleaning for \$61,247 annually, which includes a ten percent (10%) contingency of \$5,568 and authorize the City Manager to execute the Amendment to the Agreement.

The current Agreement expires in December 2012 with the option to extend the agreement for one (1) additional year period. Therefore staff is also requesting that the Kelly Cleaning and Supplies Inc., Amendment include approval to extend the Agreement term to December 31, 2013. This will require compensation of \$61,247 for twelve (12) months in 2013 and \$10,208 for two (2) months remaining in 2012 for a total of \$71,455 for fourteen (14) months.

### **FISCAL IMPACT**

There is no impact to FY 2012/13 budget as funding has been provided in the current facilities operating budget.

### **STAFF RECOMMENDATION**

Amend Kelly Cleaning and Supplies, Inc., Agreement to include janitorial services at the Ruben Castro Human Services Center, and authorize the City Manager to execute a fourteen (14) month term Agreement Amendment with Kelly Cleaning and Supplies Inc., for \$71,583, subject to final language approval by the City Manager and City Attorney.

**AMENDMENT NO. 3  
TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
KELLY CLEANING AND SUPPLIES, INC., FOR JANITORIAL SERVICES AT THE  
MOORPARK PUBLIC SERVICES FACILITY, MOORPARK LIBRARY, AND ARROYO  
VISTA RECREATION CENTER**

**THIS THIRD AMENDMENT TO AGREEMENT**, is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Moorpark, a municipal corporation, hereinafter referred to as "City" and Kelly Cleaning and Supplies, Inc., a corporation, hereinafter referred to as "Contractor".

**WITNESSETH**

**WHEREAS**, on January 10, 2011, the City and Contractor entered into an Agreement for janitorial services related to the Moorpark Public Services Facility, Moorpark Library, and Arroyo Vista Recreation Center; and

**WHEREAS**, on December 28, 2011, the City and Contractor entered into and approved Amendment No. 1 to the Agreement extending Agreement services for one (1) year from December 31, 2011 to December 31, 2012; and

**WHEREAS**, on May 23, 2012, the City and Contractor entered into and approved Amendment No. 2 to the Agreement to provide janitorial services for the High Street Arts Center located at 45 High Street when requested on an as needed basis by the City; and

**WHEREAS**, City requires additional janitorial services for the Ruben Castro Human Services Center located at 612 Spring Road. The Contractor shall perform tasks described and set forth in Exhibit D at the City's request and now wishes to document said agreement by jointly approving this Amendment No. 3 to the January 10, 2011, Agreement; and

**WHEREAS**, at the November 7, 2012, City Council meeting Council authorized the City Manager to amend and execute an Agreement Amendment with Kelly Cleaning and Supplies Inc., to include janitorial services at the Ruben Castro Human Services Center for \$5,724, increasing the annual to compensation to \$55,679. In addition Council approved a ten percent (10%) contingency amount of \$5,568 increasing the annual compensation to \$61,247 and extended the term of the Agreement until December 31, 2013, providing compensation of \$61,247 for twelve (12) months in 2013 and \$10,208 for two (2) months remaining in 2012 for a total of \$71,455 for fourteen (14) months.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree to amend the aforesaid Agreement as follows:

**I. Section 1, Term of the Agreement is amended as follows:**

The Term of said Agreement shall be extended fourteen (14) months, and will expire on December 31, 2014, unless sooner terminated as provided hereinafter.

**II. Section 2, Scope of Services, is amended to include:**

Additional janitorial services at the Ruben Castro Human Services Center located at 612 Spring Road as described in the proposal attached hereto and incorporated herein as Exhibit D to the Agreement by this third Amendment.

**III. Section 5, Payment, is amended to:**

City hereby increases the Agreement not-to-exceed amount of \$49,995 under this Agreement by \$21,460 to \$71,455.

**IV. Remaining Provisions**

All other provisions of the aforesaid Agreement shall remain in full force and effect.

CITY OF MOORPARK:

KELLY CLEANING AND SUPPLIES, INC:

\_\_\_\_\_  
Steven Kueny, City Manager

\_\_\_\_\_  
Margo Kelly, President

ATTEST:

\_\_\_\_\_  
Maureen Benson, City Clerk

EXHIBIT D

COMPENSATION

ARROYO VISTA	\$2,082.00 PER MONTH
PUBLIC SERVICES	\$195.00 PER MONTH
PUBLIC LIBRARY	\$1,356.00 PER MONTH
CITY HALL	\$22.00 PER HOUR
RUBEN CASTRO	\$477.00 PER MONTH
HIGH STREET	\$22.00 PER HOUR

## EXHIBIT D

### THE RUBEN CASTRO HUMAN SERVICES CENTER (612 SPRING ROAD)

#### **Monthly Compensation \$ 477.00**

The following duties shall be performed by Contractor each weekday, Monday through Friday, no earlier than 10:00 p.m. Upon 48 hours' notice, City may require Contractor to delay cleaning until a later time to accommodate special activities.

#### ***RCHSC 1200 sqft. Lobby and 500 sqft. Conference Room***

##### **Regular Services**

- Clean Conference Room Table and Chairs
- Clean floors in Conference Room
- Sweep and wet mop and lobby floors.
- Clean and disinfect lobby drinking fountain.
- Clean Lobby Windows
- Vacuum all carpet areas.
- Sanitize doorknobs and light switches.
- Clean glass entry door(s)
- Clean counter tops with cleaning solution.
- Empty all trash and replace liners. Dispose of trash material in appropriate trash dumpster.
- Stock all dispensers, including paper towels, soap etc.

##### **Quarterly Services**

- Clean interior windows and windowsills, and exterior windows. Apply window spot removing chemical to remove hard water stains where applicable.
- Wash all exterior windows with window cleaning solution
- Dust building fixtures including but not limited to, florescent lights, burglar alarm sensors, wall clocks, fire extinguishers and cases, and video security cameras.

- Dust window blinds with a clean dry towel.
- Clean vents, and filters if needed.
- Shampoo all carpets and apply scotch guard
- Strip and wax floors
- Clean and scrub all door thresholds.
- Clean all door panic bar hardware with cleaning solution.
- Strip and wax lobby tile.