



Meeting Date: 03 /23/ 10

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Phillip Gregoire, Streets Manager *MPG*

Agenda Item No. I-10

Reviewed By: City Manager *[Signature]*

City Attorney *SMF*

Finance *[Signature]*

Public Works *[Signature]*

DATE: March 15, 2010

TO: City Council

FROM: Mark S. Norris, Assistant Public Works Director
Public Works Department, Utilities Services Branch *[Signature]*

SUBJECT: Second Amendment to Agreement with Venco Power Sweeping Incorporated for Street Sweeping Services

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Second Amendment to the Agreement with Venco Power Sweeping Incorporated (Agreement No. A-7030) for street sweeping services to extend the agreement expiration date to March 31, 2012; and increase the total from \$786,108 for the initial two-year term to \$1,732,725 over the extended four-year term.

DISCUSSION

Sweeping is provided on all City streets, alleyways, arterials, and public parking lots at various intervals ranging from weekly to monthly to maintain and enhance the City's appearance. Adequate sweeping ensures compliance with permit requirements for storm water discharge from the National Pollutant Discharge Elimination System. Approximately 22,238 curb miles are currently swept annually.

On February 4, 2008 the Public Works Department issued a Request for Bid (RFB) to qualified firms. In response to the RFB, Venco Power Sweeping, Incorporated (Venco) submitted the most responsive low-bid proposal for street sweeping services. The scope of services in the current agreement with Venco provides for bi-weekly sweeping of residential streets, weekly sweeping of downtown streets, and weekly to monthly sweeping of arterials and parking lots. The initial term of the Agreement began April 1, 2008, and continues through March 31, 2010.

In accordance with Section 1 of Exhibit A of the Agreement, Public Works staff is recommending that the City exercise its option to extend the Agreement with Venco. Execution of the Second Amendment represents the first of two (2) two-year extension options, leaving the potential for one remaining two-year extension.

Public Works staff recommends the Second Amendment with Venco based upon their performance to date. The following performance summary is provided in support of this recommendation:

- Venco has satisfactorily completed all sweeping operations on all routes, within the prescribed timeframes;
- Venco has consistently provided quick response to requests for scheduled sweeping and emergency spill clean-up;
- Venco has been extremely effective in responding to resident concerns; and
- Venco staff is always available and willing to meet with City staff to address sweeping related issues.

FINANCIAL IMPACT

The Second Amendment will increase the total from \$786,108 over two years to \$1,732,725 over four years. This amount includes \$25,000 per year for extra sweeps, on-call alleyway sweeping, special sweeps and emergency sweeps as provided in Paragraph 10 e in Exhibit A. Funding for the Second Amendment of the contract cost is budgeted for FY 2009-10 in the Solid Waste Fund 631, Account No. 631-6301-842-8209.

Attachment #1 – Second Amendment to Agreement No. A-7030

SECOND AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Street Sweeping Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 23rd day of March, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Venco Power Sweeping, Inc. ("Contractor"). This Second Amendment amends the Agreement entered into on April 8, 2008, by City and Contractor. The Agreement previously has been amended on January 13, 2009, by a First Amendment.

City and Contractor agree as follows:

- 1. In Section 3 of the Agreement, "March 31, 2010" is deleted and replaced with "March 31, 2012".
- 2. Effective March 23, 2010, the text and table immediately following the heading of Paragraph 9 of Exhibit A are replaced by Paragraph 9 in Exhibit A3, attached hereto and incorporated herein by reference. The text of Paragraph 9 following the table remains unchanged.
- 3. Effective March 23, 2010, the table following the heading of Paragraph 10 of Exhibit A-2 of the First Amendment is replaced by Paragraph 10 in Exhibit A-3, attached hereto and incorporated herein by reference. The text of Paragraph 10 following the table remains unchanged.
- 4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONTRACTOR

Dr. Thomas E. Holden, Mayor

Bill Burr, Jr., Chairman
Venco Power Sweeping, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM

Ken Ortega, Public Works Director

Alan Holmberg, City Attorney

Phil Gregoire, Streets Manager

EXHIBIT A-3

SCOPE OF WORK

9. Scope of Work

City currently has approximately 22,238.64 curb miles swept annually. The chart below identifies the current curb types

City of Oxnard Street Sweeping Contract	Total Curb Miles Per Sweep	Annual Number Of Sweeps	Total Annual Curb Miles
Residential/Restricted – Bi-Weekly	474.80	24	11,395.20
Alleyways – Monthly (upon request from City)	125.00		
Arterial/Industrial/Median – Bi-weekly	133.18	24	3,195.12
Arterial/Industrial/Median – Monthly	476.16	12	5,713.92
Downtown – Weekly	37.20	52	1,934.40
Total Annual Curb Miles			22,238.64

10. City of Oxnard Street Sweeping Contract Schedule of Work and Prices

City of Oxnard Street Sweeping Contract	Rate	Total Monthly Curb Miles	Monthly Fee Not to Exceed
Residential/Restricted – Bi-weekly	\$ 19.91	949.60 curb miles	\$18,906.54
Alleyway – Monthly as requested by City	\$ 21.95	125 curb miles	\$ 2,743.75
Arterial/Industrial/Median – Bi-weekly	\$ 14.16	266.26 curb miles	\$ 3,770.24
Arterial/Industrial/Median – Monthly	\$ 14.16	476.16 curb miles	\$ 6,742.43
Downtown – Weekly	\$ 13.03	161.20 curb miles	\$ 2,100.44
Parking Lot – Weekly (per table in Section 10a)	\$ 6.00 to \$ 30.00	33 Parking Lots	\$ 2,236.52
Parking Lot – Monthly (per table in Section 10a)	\$ 9.00 to \$ 60.00	30 Parking Lots	\$ 859.10
Monthly Fee Not to Exceed			\$37,359.02