OVERSIGHT BOARD

OF THE

SUCCESSOR AGENCY

TO THE

ORANGE REDEVELOPMENT AGENCY

AGENDA ITEM: 4.6

MEETING DATE: WEDNESDAY, April 11, 2012

TO:

Members of the Oversight Board

THRU:

John W. Sibley, Executive Director of the Successor Agency to

the Orange Redevelopment Agency

FROM:

Barbara Messick, Successor Agency Staff

BAM

1. SUBJECT

Third Amendment to Agreement between the City of Orange acting in its capacity as the Successor Agency of the Orange Redevelopment Agency (Successor Agency) and Common Area Maintenance Services, Inc., (CAM Services) for Depot Metrolink Station Area maintenance services.

2. SUMMARY

The Third Amendment to Agreement provides for CAM Services to provide on-going maintenance services at the Depot Metrolink Station Area including: landscaping, custodial, facilities and building maintenance, steam cleaning, and day porter services.

3. RECOMMENDED ACTION(S)

- 1. Approve the Third Amendment between the Successor Agency and CAM Services for maintenance services at the Depot Metrolink Station Area in an amount not to exceed \$110,164; and,
- 2. Recommend transmittal of the approved Third Amendment to the Successor Agency to the Orange Redevelopment Agency for approval and execution.

4. DISCUSSION

Background

In June 2009, the Orange Redevelopment Agency consolidated responsibilities of maintaining Agency improvements at the Depot Station under an annual maintenance agreement with CAM Services, Inc. The Agreement provides for four (4), one-year options. Two one-year extensions have been exercised.

Discussion

Assembly Bill x1 26 specifically under Health and Safety Code Section 34167(d)(6) authorizes contracts necessary for the continued administration of the former redevelopment agency including maintenance of property assets as an enforceable obligation. These contracts are subject to the approval of the Oversight Board and execution by the Successor Agency to the Orange Redevelopment Agency.

The CAM Services contract is due to expire on June 30, 2012 unless otherwise extended. It is recommended that the Oversight Board approve the proposed Third Amendment to the Agreement between the Successor Agency and CAM Services in the amount of \$110,164 for a period covering July 1, 2012 through June 30, 2013. The Third Amendment includes routine maintenance services for \$4,961.92 per month (approximately \$59,544 annually) and \$50,620 annually for unforeseen maintenance and repair work of facilities owned by the Successor Agency. Such work may include light standard repairs, parking lot and pedestrian undercrossing repairs, graffiti removal, tree trimming, Depot building and restroom repairs, and steam cleaning of Plaza area trash enclosures. This work would only be authorized by Successor Agency staff on an as-needed basis.

5. ATTACHMENTS

• Third Amendment to Agreement with CAM Services for Depot Metrolink Area Maintenance Services

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (the "Third Amendment") is made and entered into as of ______, 2012, by and between the CITY OF ORANGE, a municipal corporation, acting in its capacity as the SUCCESSOR AGENCY TO THE ORANGE REDEVELOMENT AGENCY (the "City"), and COMMON AREA MAINTENANCE SERVICES, INC., a California corporation, doing business as CAM SERVICES ("Contractor"), with its principal office for purposes of this Agreement at 5664 Selmaraine Drive, Culver City, California 90230, and with reference to the following:

- A. The City and the Contractor entered into that certain Contractor Services Agreement (Agreement No. 5420) dated as of May 22, 2009 (the "Original Agreement"), that First Amendment to Agreement, (Agreement No. 5420.1) dated as of July 1, 2010 (the "First Amendment"), and that Second Amendment to Agreement (Agreement No. 5420.2) dated as of July 1, 2011 (the "Second Amendment"), which agreements are incorporated herein by this reference; and
- B. The City and the Contractor desire to extend the term of the Original Agreement through Fiscal Year 2012-13 and amend, modify, and supplement certain portions of the Original Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

- Section 1. <u>Defined Terms</u>. Except as otherwise defined herein, all quoted or capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.
- Section 2. Extension of Term. The term of the Original Agreement, as defined in Article II of the Original Agreement, is hereby extended for the Third Extension, a one-year period commencing on July 1, 2012 and continuing to and including June 30, 2013.
- Section 3. <u>Compensation for Third Extension Term</u>. The first two paragraphs of Article III of the Original Agreement are hereby amended for the Third Extension to read in full as follows:

"Except for any additional work or services authorized by the Authorized City Representative, as described in the next succeeding paragraph, the parties hereby agree that the total compensation payable to Contractor for the Work described as Items A, B, C, D, and E in Paragraph "10. Proposed Man-Hours and Cost for Maintenance and Services' on pages 14 and 15 of the Contractor's Proposal (Exhibit A) during the Third Extension shall not exceed FIFTY NINE THOUSAND FIVE HUNDRED FORTY THREE AND 04/100 DOLLARS (\$59,543.04) without the prior written authorization of the City, payable in monthly installments of FOUR THOUSAND NINE HUNDRED SIXTY ONE AND 92/100

DOLLARS (\$4,961.92) during each calendar month during the Third Extension.

In addition to the regular services to be performed by the Contractor during the Third Extension, the parties recognize that additional work and services may be required from time to time. anticipation of such contingencies, the sum of FIFTY THOUSAND SIX HUNDRED TWENTY DOLLARS (\$50,620.00) may be made available in the discretion of the Authorized City Representative for payment to the Contractor during the Third Extension for any additional work or services authorized by the Authorized City Representative. The Authorized City Representative is authorized to reimburse the Contractor for its actual costs incurred by the Contractor in performance of any such additional work or services in accordance with the unit costs/prices set forth in the Contractor's Proposal (Exhibit A) or, if no unit costs/prices for such work or services are set forth in the Contractor's Proposal, then in accordance with unit costs/prices as the Authorized City Representative and the Contractor may agree upon in advance. The Contractor agrees to perform only that work or those services that are specifically requested and authorized by the Authorized City Representative from time to time during the Third Extension and for such compensation as the Authorized City Representative and the Contractor may agree upon in advance."

Section 4. <u>Waiver.</u> Pursuant to Article II of the Original Agreement, if the City fails to appropriate funds sufficient to pay the amount of compensation for an Extension, the Original Agreement would terminate and be of no further force and effect. In executing this Third Amendment the Contractor agrees to waive Article II of the Original Agreement to the extent waived by the City in the event that funds are not appropriated by July 1, 2012.

Section 5. Integration. This Third Amendment, the agreements specifically referred to herein, and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect to the subject matter hereof. This Third Amendment amends, as set forth herein, the Original Agreement, First Amendment and Second Amendment, and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Original Agreement, the First Amendment, and Second Amendment, the terms and provisions of this Third Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS HEREOF, the parties enter into this Agreement on the year and day first above written.

"CONSULTANT"

"CITY"

COMMON AREA MAINTENANCE SERVICES, INC., a California corporation, doing business as CAM SERVICES

CITY OF ORANGE, a municipal corporation, acting in its capacity as the SUCCESSOR AGENCY TO THE ORANGE REDEVELOMENT AGENCY

By:	By:
Printed Name:	John W. Sibley
Title:	Executive Director
*By:	APPROVED AS TO FORM:
Printed Name:	
Title:	
	Gary A. Sheatz
	Assistant General Counsel

*NOTE: The Agency requires the following signature(s) on behalf of the Consultant:

- (1) the Chairman of the Board, the President or a Vice-President, <u>AND</u> (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- -- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the Agency.