



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 10/9/2012

Report Type: Consent

Title: Supplemental Agreement: Trash and Debris Services

Report ID: 2012-00796

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee to execute supplemental agreements with Gray Construction and Securement Services, Inc., Innovative Maintenance Solutions, Inc., and Junk King, Inc. in the amount of \$100,000, respectively, for a total not to exceed amount of \$399,000, in order to provide Trash and Debris services for the Community Development Department.

Contact: Dennis Kubo, Program Manager, (916) 808-8577, Community Development Department

Presenter: None

Department: Community Development Dept

Division: Neighborhood Code Compliance

Dept ID: 21001313

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Junking Supplement_
- 4-IMS Supplement
- 5-Gray Supplement

City Attorney Review

Approved as to Form
Steve Itagaki
10/3/2012 10:17:17 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
9/20/2012 10:11:55 AM

Approvals/Acknowledgements

Department Director or Designee: Max Fernandez - 9/21/2012 2:30:59 PM

Description/Analysis

Issue: Council approval is requested for second supplemental agreements to the existing non-professional services agreements with Innovative Maintenance Solutions and Junk King, Inc., respectively, to provide as-needed trash and debris removal services to the City of Sacramento. In addition, Council approval is requested for first supplemental agreements to the existing non-professional services agreements with Gray Construction and Securement Services, Inc. to provide as-needed trash and debris removal services to the City. Currently, the Community Development Department (CDD) is planning to conduct formal competitive bidding for a new contract for this service. However, CDD would like additional time to revise certain sections of the new contract to better serve the City's needs. During the time needed for CDD to prepare and award the new contracts, there will be a continuing need for trash and debris removal services. CDD estimates that it will need an additional \$300,000 to continue removing trash and debris for vacant properties during the procurement process until the end of fiscal year. The City seeks cost-recovery from property owners for expenses incurred.

The original contract amount of \$20,000 was awarded for each contractor, including another contractor, North Coast Resource Management, who is not part of this council request for supplemental agreement. The first supplemental agreement increased the amount by \$9,500 for Innovative Maintenance Solutions, Inc. and Junk King, Inc. due to increased workload. The proposed additional supplemental agreements will increase the amount by a total of \$300,000, \$100,000 each for the above referenced contractors, bringing the overall contract amount for the trash and debris removal services to \$399,000 in order to have sufficient funds within their contract period.

CDD requests that City Council approve the proposed supplemental agreements to the existing contract with Gray Construction and Securement Services, Inc., Innovative Maintenance Solutions, Inc. and Junk King, Inc.

Policy Considerations: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): This project is exempt from CEQA because it does not have the potential for causing a significant effect on the environment. (CEQA Guidelines §15061(b)(3).)

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Gray Construction and Securement Services, Inc., Innovative Maintenance Solutions, Inc., and Junk King, Inc. are current providers of

on-call trash and debris removal services for the City. This service becomes necessary when a property is not in compliance with City Code and public safety requires the property to be free of trash and debris. Both Code Enforcement Compliance Division and Housing and Dangerous Buildings Division had experienced a surge in the volume of debris removal due to the increasing number of foreclosures and vacant properties in the city. By the conclusion of last fiscal year, the Housing & Dangerous Buildings Division of CDD will have contracted for more than 1,500 trash and debris removal services. Initially, bids for this service were solicited informally on the City's bid line, and Innovative Maintenance Solutions, Inc., Junk King, Inc., Gray Construction and Securement Services, Inc., and North Coast Resource Management were determined to be the four lowest responsible bidders. It is critical that this service be continued to address the nuisances and unsafe conditions created when properties are not in compliance with building codes and standards as well as other related laws. Staff requests the approval of the City Council for a second supplemental agreement to both Innovative Maintenance Solutions, Inc. and Junk King, Inc. that expires on or before June 30, 2013, plus a first supplemental agreement to Gray Construction and Securement Services, Inc. that expires on or before June 30, 2013, as well. Prior to the expiration date, a new contract will be executed following a formal competitive bid process for trash and debris removal services.

Financial Considerations: No additional funding is requested. The following is a summary of the original contracts with the three contractors and supplemental agreements.

	Innovative Maintenance Solutions, Inc.	Junk King, Inc.	Gray Construction Securement Services, Inc.
Original Contract Amount	\$ 20,000	\$ 20,000	\$ 20,000
1 st Supplemental Amount	\$ 9,500	\$ 9,500	\$ 100,000
2 nd Supplemental Amount	\$ 100,000	\$ 100,000	N/A
Total Contract Amount	\$ 129,500	\$ 129,500	\$ 120,000

Emerging Small Business Development (ESBD): Gray Construction and Securement Services, Inc., Innovative Maintenance Solutions, Inc., and Junk King, Inc. are certified small business and will apply for Local Business Enterprise (LBE).

BACKGROUND

Trash and Debris Removal Services Supplemental Agreement

Trash and Debris Removal Services are an integral part of code compliance efforts in the city and are performed in accordance with Sacramento City Code, Title 8 Health and Safety. This service becomes necessary when a property is not in compliance with City Code, and public safety requires the property to be secured until remediation of the violation(s) is attained. Increase of trash and debris on both public and private properties creates a condition of blight within the city that can result in the deterioration of property values, business opportunities, and enjoyment of life for citizens using adjacent and surrounding properties. Trash and debris are defined as public nuisance, and abatement of such helps prevent the property from being an attractive nuisance and a potential threat to public safety.

Following a public bidding process last year (City Bid #B11211313006), a one-year contract for four on-call trash and debris contracts in the amount of \$20,000 each was awarded to Innovative Maintenance Solutions, Inc. (IMS) and Junk King, Inc. on January 23, 2012, North Coast Resource Management on February 7, 2012, and Gray Construction and Securement Services, Inc. on March 20, 2012.

During the past few months, the increased volume of trash and debris removal activities has required supplemental agreements to both contracts of IMS and Junk King, Inc. in the amount of \$9,500 each, which were issued on August 11, 2012, and increased the not-to-exceed total contract amount to \$29,500 for these two contractors.

Community Development Department's Code Compliances and Housing & Dangerous Building Divisions are currently developing a new trash and debris removal services bid and contract that will be posted for bidding when completed in the next few months. During this preparation period and procurement process, a second supplemental agreement in the amount of \$100,000 to the contracts of IMS, Junk King, Inc., and Gray Construction and Securement Services, Inc. has become necessary in order to continue providing such services. After approval of the second supplemental agreement, the new not-to-exceed total contract amount for IMS and Junk King, Inc. will be \$129,500 respectively, and the new not-to-exceed total contract amount of Gray Construction and Securement Services, Inc. will be \$120,000.



Requires Council Approval: No YES Meeting: 10/09/12

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Non Professional Services Formal Bid-Non-Prof Service, PO Type, Attachment: Supplement No.: 2, Original Doc Number: 2012-0077, \$ Not to Exceed: \$ 129,500, Other Party: Junk King, Certified Copies of Document:, Project Name: Trash & Debris Removal Services Contract Supplement, Deed: None/Included/Separate, Project Number, Bid Transaction #: B11211313006, E/SBE-DBE-M/WBE:

Department Information

Department: Community Development Department Division: Code Enforcement
Project Mgr: Dennis Kubo Supervisor:
Contract Services: Elise Gumm Date: September 21, 2012 Division Mgr: Ron O'connor
Phone Number: 916-808-1927 Org Number: 21001313
Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager.

Table for City Attorney with columns: Signature or Initial, Date. Row for City Attorney.

Send Interoffice Mail Notify for Pick Up

Table for Authorization with columns: Signature or Initial, Date. Row for Fernandez, Max, Department Director. City Mgr: yes No

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing. Finalized: Initial, Date. Imaged: Initial, Date. Received: (City Clerk Stamp Here)

**CONTRACT SUPPLEMENT
(Nonprofessional Services)**

**Project Title and Job Number: Trash & Debris Abatement Services
Purchase Order #:0000017839**

**Date: 09/20/12
Contract Supplement No.:1**

The City of Sacramento ("City") and Junk King ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2012-0077, including any prior contract supplements modifying said agreement (said agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

The length of the contract is extended to June 30, 2013 in order to complete the bidding process, finalize new contracts, and issue the new purchase order before the end of fiscal year.

2. In consideration of the demand of services in the past 6 months, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased** by \$100,000, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$ 20,000</u>
Net Change by previous contract supplement:	<u>\$ 9,500</u>
Not-to-exceed amount prior to this contract supplement:	<u>\$ 29,500</u>
Increase/decrease by this contract supplement:	<u>\$ 100,000</u>
New not-to exceed amount including all contract supplements:	<u>\$129,500</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:



Project Manager

Approved By:



Contractor

Approved By:

City of Sacramento

Approved As To Form By:



City Attorney

Attested To By:

City Clerk



Requires Council Approval: No YES Meeting: 10/09/12

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Non Professional Services Formal Bid-Non-Prof Service, PO Type, Attachment: Supplement No.: 2, Original Doc Number: 2012-0078, \$ Not to Exceed: \$ 129,500, Other Party: Innovative Maintenance Solutions, Inc., Certified Copies of Document, Project Name: Trash & Debris Removal Services Contract Supplement, Deed: None/Included/Separate, Project Number, Bid Transaction #: B11211313006, E/SBE-DBE-M/WBE.

Department Information

Department: Community Development Department Division: Code Enforcement
Project Mgr: Dennis Kubo Supervisor:
Contract Services: Elise Gumm Date: September 21, 2012 Division Mgr: Ron O'connor
Phone Number: 916-808-1927 Org Number: 21001313
Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager.

City Attorney Signature or Initial Date
City Attorney: [Signature] 9/25/12

Send Interoffice Mail Notify for Pick Up

Authorization Signature or Initial Date
Fernandez, Max
Department Director:
City Mgr: yes No

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing
Finalized: Initial: Date:
Imaged: Initial: Date:
Received: (City Clerk Stamp Here)

**CONTRACT SUPPLEMENT
(Nonprofessional Services)**

**Project Title and Job Number: Trash & Debris Abatement Services
Purchase Order #:0000017805**

**Date: 09/20/12
Contract Supplement No.:2**

The City of Sacramento ("City") and Innovative Maintenance Solutions, Inc. ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2012-0078, including any prior contract supplements modifying said agreement (said agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

The time of performance is extended to June 30, 2013 in order to complete the bidding process, finalize new contracts, and issue the new purchase order before the end of fiscal year.

2. In consideration of the demand of services in the past 6 months, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased by \$100,000**, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$ 20,000</u>
Net Change by previous contract supplement:	<u>\$ 9,500</u>
Not-to-exceed amount prior to this contract supplement:	<u>\$ 29,500</u>
Increase/decrease by this contract supplement:	<u>\$ 100,000</u>
New not-to exceed amount including all contract supplements:	<u>\$129,500</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:



Project Manager

Approved By:



Contractor

Approved By:

City of Sacramento

Approved As To Form By:



City Attorney

Attested To By:

City Clerk



Requires Council Approval: No YES Meeting: 10/09/12

Real Estate Other Party Signature Needed Recording Requested



General Information

Type: Non Professional Services Formal Bid-Non-Prof Service	PO Type:	Attachment: Supplement No.: 1
\$ Not to Exceed: \$ 120,000		Original Doc Number: n/a
Other Party: Gray Construction and Securement		Certified Copies of Document::
Project Name: Trash & Debris Removal Services Contract		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #: B11211313006	E/SBE-DBE-M/WBE:

Department Information

Department: Community Development Department Division: **Code Enforcement**
 Project Mgr: Dennis Kubo Supervisor:
 Contract Services: **Elise Gumm** Date: **September 21, 2012** Division Mgr: Ron O'connor
 Phone Number: **916-808-1927** Org Number: **21001313**
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>dk</i>	9/24/12
Accounting:	<i>EG</i>	9/24/12
Contract Services:	<i>EG</i>	9/24/12
Supervisor:		
Division Manager:	<i>AK</i>	9-24-12

City Attorney	Signature or Initial	Date
City Attorney:	<i>SM</i>	9/25/12

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Fernandez, Max Department Director:		
City Mgr: yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

Imaged:

Initial: _____

Date: _____

Received:
(City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

**CONTRACT SUPPLEMENT
(Nonprofessional Services)**

**Project Title and Job Number: Trash & Debris Abatement Services
Purchase Order #:0000017822**

**Date: 09/20/12
Contract Supplement No.:1**

The City of Sacramento ("City") and Gray Construction and Seurement Services, Inc. ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2012-0260, including any prior contract supplements modifying said agreement (said agreement and contract supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

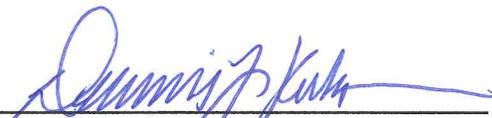
The time of performance is extended to June 30, 2013 in order to complete the bidding process, finalize new contracts, and issue the new purchase order before the end of fiscal year.

2. In consideration of the demand of services in the past 6 months, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased by \$100,000**, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$ 20,000</u>
Increase/decrease by this contract supplement:	<u>\$ 100,000</u>
New not-to exceed amount including all contract supplements:	<u>\$120,000</u>

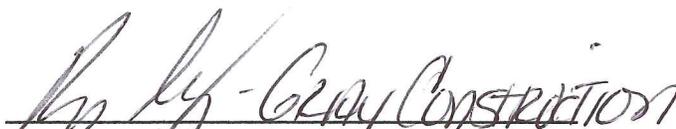
3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this contract supplement.

Approval Recommended By:



Project Manager

Approved By:



Contractor

Approved By:

City of Sacramento

Approved As To Form By:



City Attorney

Attested To By:

City Clerk