

Meeting Date: 5/17/2016

Report Type: Consent

Report ID: 2016-00538

Title: Contract Amendment for Fire Hazard Weed Abatement Services

Location: Citywide

Recommendation: Pass a Motion: 1) increasing the contract by \$81,000 for a not-to-exceed amount of \$180,000; and 2) authorizing the City Manager or City Manager's designee to execute the contract amendment as specified.

Contact: Jennifer Chikasawa, Administrative Analyst, (916) 808-5851, Community Development Department and Carl Simpson, Code & Housing Enforcement Chief, (916) 808-8183, Community Development Department

Presenter: None

Department: Community Development Dept

Division: Neighborhood Code Compliance

Dept ID: 21001313

Attachments:

1-Description/Analysis

2-Background

3-Contract Supplement #2

City Attorney Review

Approved as to Form

Michael Benner

5/10/2016 2:39:51 PM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 5/3/2016 9:45:28 AM

Description/Analysis

Issue Detail: City Council approval is required for a supplemental agreement to the existing contract with Innovation Maintenance Solutions, Inc. for weed abatement services. The Code Compliance Division of the Community Development Department has a seasonal need for weed abatement services as specified in Title 8 of the Sacramento City Code. This service becomes necessary when a property or vacant lot is not in compliance with City Code overgrown with high grass and weeds. Innovation Maintenance Solutions, Inc.'s services are needed to help with the increasing demand for weed abatement services and the Department is requesting that their contract amount be increased from \$99,000 to \$180,000.

Policy Considerations: The recommendations in this report are consistent with Administrative Policy-4101 – Procurement of Non-Professional Services and in support of Title 8 of the Sacramento City Code

Economic Impacts: None.

Environmental Considerations: None

California Environmental Quality Act (CEQA): The Community Development Department, Environmental Services Manager has determined that this is exempt from CEQA because it does not have the potential for causing a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

Sustainability Considerations: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Innovation Maintenance Solutions, Inc. is one of the primary providers for weed abatement services for the City. Their services are critical to address the nuisances and unsafe conditions created when vacant lots are not in compliance with the Sacramento City Code as well as other related laws.

Financial Considerations: There is sufficient funding available in the Community Development Department's General Fund operating budget (FY2015/16 and proposed FY2016/17) to support the projected expenditures for the remainder of the 2016 fire weed abatement season.

Local Business Enterprise (LBE): Innovation Maintenance Solutions, Inc. an LBE.

BACKGROUND

The City of Sacramento's Weed and Rubbish Abatement Program, originally administered by the Sacramento Fire Department, was initiated on July 10, 1969, and has been in effect since the City first adopted the standards for weed and rubbish abatement. The program was established to ensure the timely removal of weeds and rubbish from private property located in the City of Sacramento (Sacramento City Code, Chapter 8.28, Weed and Rubbish Abatement).

In 2012 the Code Compliance Division of the Community Development Department assumed responsibility for the vacant lot weed abatement program. This program fits in with the mission and vision for the Community Development Department as it is a program established to abate nuisances and address health and safety hazards. This program aligns with the City's vision of ensuring a healthy and safe environment for its residents, and thus promotes a better quality of life.

Following a public bid process for vacant lot weed abatement services in Fiscal Year 2013/14 (City Bid #B14211311005), three contractors were awarded contracts as the lowest responsible bidders - Hunter Services, Inc. (C2014-0200), Habitat Restoration Sciences, Inc. (C2014-0199), and Emerald Site Services, Inc. (C2014-0201). Shortly after the contract was awarded, Emerald Site Services, Inc. refused the work after surveying some of the assigned lots requiring abatement without performing any abatement services. Hunter Services, Inc.'s contract was terminated by the City due to their inability to provide the required documentation after the abatements. Due to the abrupt loss of two of our contractors and the emergency need for fire weed abatement services, we have exhausted our contract with Innovation Maintenance Solutions, Inc. Innovation Maintenance Solutions, Inc. was awarded a separate smaller contract with Code Compliance through a public bid process in Fiscal Year 2013/14 for On-Call Weed Abatement and Debris Removal Services (City Bid #B14211311006).

CONTRACT SUPPLEMENT (Nonprofessional Services)

Project Title and Job Number: On-Call Weed Abatement Services
Purchase Order #: 0000025489

Date: 5/10/2017

Contract Supplement No.: 2

The City of Sacramento ("City") and Innovative Management Solutions ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number C2014-0149, including any prior contract supplements modifying the agreement (the 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:

N/A

2. In consideration of the additional and/or revised services described in section 1, above, 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 \$81,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$36,206.46
Net change by previous contract supplements:	\$62,793.54
Not-to-exceed amount prior to this contract supplement:	\$99,000
Increase by this contract supplement:	\$81,000
New not-to exceed amount including all contract supplements:	\$180,000

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:

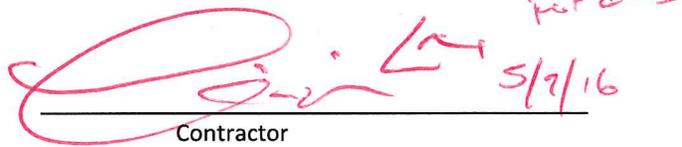
Approved As To Form By:



Project Manager

City Attorney

Approved By:



Contractor

Attested To By:

Approved By:

City of Sacramento

City Clerk