



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL DATE: JUNE 2, 2020

FROM: COMMUNITY & ECONOMIC DEVELOPMENT WARDS: ALL
DEPARTMENT

SUBJECT: APPROVE FIRST AMENDMENTS TO THE MASTER AGREEMENTS FOR
GENERAL ABATEMENT, WEED ABATEMENT AND VEHICLE ABATEMENT
WORK FOR PROJECTS LESS THAN \$50,000 – CODE ENFORCEMENT
DIVISION, TO EXTEND FOR AN ADDITIONAL THREE YEARS AND ADD AN
ADDITIONAL \$300,000 PER VENDOR CONTRACT

ISSUE:

Approve first amendments to the Master Agreements for general abatement, weed abatement, demolition and vehicle abatement work for Code Enforcement projects less than \$50,000 to extend the term of each agreement by an additional three years and add an additional \$300,000 per vendor contract.

RECOMMENDATIONS:

That the City Council:

1. Approve first Amendments to the Master Agreements for General Abatement Work at various City locations on an as-needed basis with Jeff A. Brown, dba California Building Maintenance, Riverside, CA; and Lyle A. Castillo dba Twin Builders, Corona, CA to extend the term to June 30, 2023 and add an additional \$300,000 to each contract for a total amount not to exceed \$600,000;
2. Approve First Amendments to the Master Agreements for Weed Abatement Work at various City locations on an as-needed basis with J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company, Pomona, CA; Jeff A. Brown dba California Building Maintenance, Riverside, CA; Inland Empire Landscape, Inc., San Bernardino, CA; and Lyle A. Castillo dba Twin Builders, Corona, CA to extend the term to June 30, 2023 and add an additional \$300,000 to each contract for a total amount not to exceed \$600,000;
3. Approve First Amendments to the Master Agreements for Vehicle Abatement Work at various City locations on an as-needed basis with Exclusive Recovery, Inc. dba Exclusive Towing, Riverside, CA; and Lyle A. Castillo dba Twin Builders, Corona, CA to extend the term to June 30, 2023 and add an additional \$300,000 to each contract for a total amount not to exceed \$600,000; and
4. Authorize the City Manager or his designee to execute the First Amendments to Master

Agreements with the firms listed above, including making minor, non-substantive changes.

BACKGROUND:

On July 12, 2017 the City Council approved the establishment of the General Abatement, Weed Abatement and Vehicle Abatement Contractor Panels on an as-needed basis for a three-year period plus a three-year extension subject to the City Manager's approval and availability of budgeted funds. Staff is satisfied with the work being conducted by these contractors and recommends extending their term to June 30, 2023 and adding an additional \$300,000 to each vendor contract.

When Public Nuisances as defined in Chapter 6.15 of the Riverside Municipal Code (including but not limited to abandoned vehicles, open and vacant structures, overgrown vegetation/weeds, trash and debris) are found to exist, the Code Enforcement Division notifies the responsible party of such conditions. If the responsible party does not abate the public nuisance within a specified time frame, including the time for any appeal, the City may abate the nuisance. Abatement expenses, including administrative and contractor costs, are then submitted to the responsible party for payment. If payment is not made by the responsible party, then a lien is placed on the violating property.

The award of a general abatement project would be based on competitive bidding to ensure the City receives fair and reasonable pricing. To this end, bids would be solicited from contractors on the General Abatement Contractors Panel, with the lowest responsive bid selected to complete the project. Urgent general abatement projects would be rotated among the contractors. The City would reserve the right to retain other general abatement contractors through the City's normal bidding process.

Prices for weed abatement and vehicle abatement work are established within the Master Agreements and are applicable for the term of the agreements; all contractors would charge the same rates. Vehicle and weed abatement assignments would be rotated among the available contractors. The Code Enforcement Division reserves the right to assign specialty assignments to the contractor best suited for such work and adjust assignments to complete abatement work in a timely manner. The City would reserve the right to retain other weed abatement and vehicle abatement contractors through the City's normal bidding process if necessary.

To comply with the requirements of the competitive bid process, the maximum contract award must be less than \$50,000 for each individual project. The original Master Agreements limit each contractor's total compensation to an amount not to exceed \$300,000 over the term of the agreement. As such, staff recommends an additional \$300,000 be added to each of the First Amendment to Master Agreement contracts for a total contract amount of \$600,000 for each vendor.

It should be noted that the City has incurred the following expenditures over the last three years for each of the master abatement contracts:

General Abatement

California Building Maintenance	\$221,694
Twin Builders	\$188,117
Exclusive Construction	\$1,048

Weed Abatement

California Building Maintenance	\$107,326
Twin Builders	\$128,221
Inland Empire Landscape	\$75,923
Orozco Landscape	\$18,415

Vehicle Abatement

Twin Builders	\$0
Exclusive Towing	\$979

These numbers reflect a time of economic stability in the City which resulted in fewer vacant and neglected properties. During times of recession, the need for abatement services could increase dramatically as the number of vacant and unmaintained properties tends to also increase significantly.

At this time, the Corporation status for Exclusive Construction has been suspended by the Secretary of State and as a result, we will not be seeking to renew the General Abatement contract with this firm.

The Purchasing Manager concurs that these extensions are in compliance with Purchasing Resolution 23256.

FISCAL IMPACT:

Funding for General Abatement, Weed Abatement and Inoperable Vehicle Abatement projects is included in the City's annual budget under the Community & Economic Development Department Account No. 2840000-421000 (Code Enforcement Division – Professional Services). Abatement expenditures will not exceed the City Council approved budget for each respective year.

Prepared by:	David Welch, Community & Economic Development Director
Certified as to availability of funds:	Edward Enriquez, Chief Financial Officer/City Treasurer
Approved by:	Rafael Guzman, Assistant City Manager
Approved as to form:	Gary G. Geuss, City Attorney

Attachments:

1. First Amendment to the General Abatement Agreement with Jeff A. Brown dba California Building Maintenance
2. First Amendment to the General Abatement Agreement with Lyle A. Castillo dba Twin Builders
3. First Amendment to the Weed Abatement Agreement with Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company
4. First amendment to the Weed Abatement Agreement with Jeff A. Brown dba California Building Maintenance
5. First Amendment to the Weed Abatement Agreement with Inland Empire Landscape, Inc.
6. First Amendment to the Weed Abatement Agreement with Lyle A. Castillo dba Twin Builders
7. First Amendment to the Vehicle Abatement Agreement with Exclusive Recovery, Inc. dba Exclusive Towing
8. First Amendment to the Vehicle Abatement Agreement with Lyle A. Castillo dba Twin Builders