



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL DATE: JANUARY 7, 2025

FROM: COMMUNITY & ECONOMIC DEVELOPMENT WARDS: ALL
DEPARTMENT

SUBJECT: REQUEST FOR UTILIZATION OF MASTER AGREEMENTS PANEL TO PERFORM ABATEMENTS AT VARIOUS CITY LOCATIONS ON A ROTATIONAL AS-NEEDED BASIS AS REQUESTED BY THE CODE ENFORCEMENT DIVISION FOR THE AWARD OF SPECIFIC PROJECT WORK UNDER THE CONTRACTORS MASTER AGREEMENTS PANEL FOR ABATEMENT WORK FROM THE FOLLOWING RFP'S; RFP NO. 2275 AND RFP NO. 2338 FOR GENERAL ABATEMENT, RFP NO. 2296 FOR WEED ABATEMENT, AND RFP NO. 2280 FOR ABANDONED VEHICLE ABATEMENT; ALL PROJECTS NOT TO EXCEED \$50,000 EACH

ISSUES:

Request for utilization of Master Agreements panel to perform abatements at various City locations on a rotational as-needed basis as requested by the Code Enforcement Division for the award of specific project work under the contractors Master Agreements panel for abatement work from the following RFP's: RFP No. 2275 and RFP No. 2338 for general abatement, RFP No. 2296 for weed abatement, and RFP No. 2280 for abandoned vehicle abatement; all projects not to exceed \$50,000 each.

RECOMMENDATIONS:

That the City Council approve utilization of Master Agreements panel to perform abatements at various City locations on a rotational as-needed basis as requested by the Code Enforcement Division for the award of specific project work under the Community & Economic Development Department Code Enforcement Division Contractors Master Agreements Panel for abatement work from the following RFP's; RFP No. 2275 and No. 2338 for General Abatement, RFP No. 2296 for Weed Abatement, and RFP No. 2280 for Abandoned Vehicle Abatement at various City locations on an as-needed rotational basis for exigent circumstances and for projects not to exceed \$50,000 each.

BACKGROUND:

When public nuisances, as defined in Chapter 6.15 and 9.28 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 Community & Economic Development Department/Code Enforcement Division notifies the responsible party of such conditions. If the responsible party does not abate the public nuisance within the specified time frame, the City of Riverside 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, a lien is placed on the subject property. The City follows all due process notifications and meets the strict guidelines of the Riverside Municipal Code whenever taking enforcement action and/or conducting City ordered abatements. Many of these abatements occur under the authority of a court approved abatement warrant.

DISCUSSION:

On November 28, 2023 City Council awarded the Master Agreement panel for RFP No. 2275 for General Abatement with R&R B Inc., RFP No. 2280 for abandoned Vehicle Abatement with E&S Towing Inc., RFP No. 2296 for Weed Abatement with the top three ranked contractors; Twin Builders, California Building Maintenance and Master Landscape and Maintenance Inc., on March 19, 2024 City Council awarded RFP No. 2338 for general abatement at various City locations with the top two ranked contractors; California Building Maintenance and Twin Builders. This was awarded in accordance with Purchasing Resolution 23914. (See Table 1)

Per the RFP’s Section 3. Background states as follows: “Contractors will be selected to perform Specific project Work on a rotational basis. However, City reserves the right to select a single contractor outside of the rotation when it is in the City’s best interest to do so. Contract Pricing is pre-set in accordance with the Compensation Schedule attached hereto as Exhibit B. This is Contractor’s sole compensation for performance of any Specific Project Work. A Purchase Order will be issued for each Specific Project Work assigned and shall constitute a separate contract, subject to the terms and conditions of the Master Agreement.”

Master Agreements section 1.2 states “Assignment of Specific Project Work. Contractor shall be assigned Specific Project Work on a rotational basis. However, the City reserves the right, in its sole discretion, to assign Specific Project Work outside of the rotation when City determines it is in its best interest to do so. Execution of this Master Agreement does not guarantee Contractor will be assigned any Specific Project Work”.

Table 1:

RFP No. 2275 Awards			
Vendor Name	Category	Agreement Amount	Council Award Date
R&R B Inc.	General Abatement	NTE \$300,000	November 14, 2023
RFP No. 2280 Awards			
Vendor Name	Category	Agreement Amount	Council Award Date
E&S Towing Enterprises, Inc.	General Abatement	NTE \$300,000	November 14, 2023
RFP No. 2296 Awards			
Vendor Name	Category	Agreement Amount	Council Award Date
Twin Builders	Weed Abatement	NTE \$300,000	November 14, 2023
California Building Maintenance II	Weed Abatement	NTE \$300,000	November 14, 2023
Master Landscape & Maintenance, Inc	Weed Abatement	NTE \$300,000	November 14, 2023
RFP No. 2338 Awards			
Vendor Name	Category	Agreement Amount	Council Award Date
California Building Maintenance	General Abatement	NTE \$300,000	March 19, 2024
Twin Builders	General Abatement	NTE \$300,000	March 19, 2024

Administrative Manual No. 07.022.00 Contractor and Consultant Panel Establishment provides guidelines to establish Contractor and Consultant Panels for various Professional Services and Construction Projects, (Design Build excluded) as defined by the project scope of work and the panels member's area of expertise. Establishment of a panel may only be approved by City Council or the Board of Public Utilities a said approval must be given concurrent with the award of associated Master Agreements with the maximum term of five (5) years. The Request for Qualifications (RFQ) or Request for Proposal (RFP) based on the scope requirements, evaluations criteria, and master agreement terms and submits approved requirements to the Purchasing Division for Solicitations. (RFP to be used when pricing is determined to be an important evaluations criterion for award of Master Agreement). Section 16. Requests the originating Department is to obtain signatures for Master Agreement with Contractors and/or Consultants and determines the final eligibility of the panel member(s). Administrative policy No. 07.023.00 provides guidelines for the utilization of Contractors and Consultant panels. Policy states as follows: "City departments are allowed to utilize Contractor and Consultant Panels for various Professional Services and Construction Projects, (Design Build excluded) that have been approved according to Administrative Manual Number 07.022.00 (Panels Establishment). When seeking proposals/bids from an established panel, "ALL" members in applicable category are to be solicited, for informal and formal procurement. Contractor panel for utilization for Public Works are subject to 1109 of the City Charter; or section 1202(b) for Public Utilities."

Following the Administrative Policy 07.023.00 (acquiring competitive bids from all vendors on the Abatement Contractor Panel for Code Enforcement projects) would severely impact the Code Enforcement Division's ability to effectively address health and safety issues in the City. Many abatement projects are time sensitive and include conditions that have an immediate negative affect on the community. As such, exigent abatement projects such as vacant building window board-ups, fire fuel mitigation and green pool draining and other projects under \$10,000 would be handled on a rotating basis among all contractors in that category to expedite the process. If a contractor declines a project or is unavailable or non-responsive, the project would be assigned to the next available contractor on the rotating list. Prices for abatement services are established within the Master Agreements and further ensure consistent costs are being applied to each project. This is in accordance with Purchasing Resolution No. 24101 Section 402. General Limitations on Informal Procurement, which states "Informal Procurement may be conducted under the supervision of the Manager if the Procurement expenditure is estimated to be Fifty Thousand Dollars (\$50,000.00) or less, does not fall within the Utilities Exception, and does not involve the Procurement of Construction or Goods of the type required by Section 1109 of the City Charter to be acquired by Formal Procurement."

Large scale and non-exigent abatement projects exceeding \$10,000 will be awarded to contractors from the Abatement Contractor Panel through a competitive bidding process, requiring a minimum of three bids for each project. The award of abatement projects would be based on competitive bidding, ensuring the City receives fair and reasonable pricing and to comply with the requirements of the competitive bidding process and administrative manual number 07.023.00, which requires informal/formal solicitation through the Panels Establishment. The maximum contract award must be less than \$50,000. The Master Agreements limit each contractor's compensation to \$300,000 over the three-year term of the agreement. This is in compliance with Purchasing Resolution No. 24101 Section 508 which states "Awards. Contracts procured through Formal Procurement shall be awarded by the Awarding Entity to the Lowest Responsive and Responsible Bidder, except that: (c) Contracts procured through Formal Procurement for Services or Professional Services, where a Request for Proposals or Request for Qualifications was used to solicit Bids, shall be awarded by the Awarding Entity in accordance with the evaluation criteria set forth in the Request for Proposals or Request for Qualifications, except that a local Proposer may be given preference pursuant to Section 704 "Preference Policy", where the difference in

price proposal between the local Proposal and the lowest price proposal does not exceed five percent (5%) of the lowest price proposal.”

Purchasing Manager concurs with the recommendation in accordance with Purchasing Resolution 24101 section 402 and 508(c).

STRATEGIC PLAN ALIGNMENT:

Strategic Priority 2 – Community Well-Being – Ensure safe and inclusive neighborhoods where everyone can thrive.

Goals:

2.3 - Strengthen neighborhood identities and improve community health and the physical environment through amenities and programs that foster an increased sense of community and enhanced feelings of pride and belonging citywide.

2.4 - Support programs and innovations that enhance community safety, encourage neighborhood engagement, and build public trust.

2.5 - Foster relationships between community members, partner organizations, and public safety professionals to define, prioritize, and address community safety and social service needs.

1. **Community Trust** – These requests for proposals were posted on the City’s purchasing portal and sent to all registered qualified vendors. Responses were screened by purchasing and objectively scored by staff against identical criteria.
2. **Equity** – Project outcomes will benefit the entire community by providing abatement services across all segments of the City and provide equally for safe and clean neighborhoods.
3. **Fiscal Responsibility** – Competitive procurement was used to secure contractors that agree to a predetermined and competitively derived compensation schedule.
4. **Sustainability & Resiliency** – Abatement services provide for a safe and clean environment. Abatement contractors also provide emergency and disaster services that enhance the City’s resiliency in such scenarios.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this report and items will be billed on an as-needed basis, with no single project exceeding \$50,000.

Prepared by: Gary T. Merk, Code Enforcement Manager
Approved by: Jennifer A. Lilley, Community & Economic Development Director
Certified as to availability of funds: Kristie Thomas, Finance Director/Assistant Chief Financial Officer
Approved by: Mike Futrell, City Manager
Approved as to form: Jack Liu, Interim City Attorney

Attachments:

1. Master Agreement for General Abatement Work with R&R B Inc.
2. Master Agreement for Weed Abatement Work with Twin Builders
3. Master Agreement for Weed Abatement Work with California Building Maintenance
4. Master Agreement for Weed Abatement Work with Master Landscape and Maintenance Inc.
5. Master Agreement for Vehicle Abatement Work with E&S Towing Inc.
6. Master Agreement for General Abatement Work with California Building Maintenance
7. Master Agreement for General Abatement Work with Twin Builders