



City Council Staff Report

DATE: July 6, 2016

CONSENT CALENDAR

SUBJECT: APPROVAL OF AMENDMENT NO. 1 IN THE AMOUNT OF \$93,705 TO CONTRACT SERVICES AGREEMENT NO. 6683 WITH SO CAL LAND MAINTENANCE, INC. FOR ROADSIDE MAINTENANCE SERVICES

FROM: David H. Ready, City Manager

BY: Public Works & Engineering Department

SUMMARY:

Approval of Amendment No. 1 revises the schedule of compensation to add an additional maintenance crew to focus specifically on transient camp clean up and shopping cart removal, for an additional annual cost of \$93,705.

RECOMMENDATION:

- 1) Approve Amendment No. 1 to Agreement No. 6683 in the amount of \$93,705 for a total annual amount of \$174,725 with So Cal Land Maintenance, Inc., for Roadside Maintenance Services; and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On April 1, 2015 Council awarded a contract services agreement with So Cal Land Maintenance, Inc., for roadside maintenance services for an estimated monthly amount of \$6,751.67, not to exceed \$81,020.00 per year for three years with two one-year extensions upon mutual consent of City Engineer and So Cal Land Maintenance, Inc. The City contracts out services for roadside cleanup along six designated routes. The work consists of general cleanup of litter, debris, palm fronds and transient camps.

The existing agreement provides for one maintenance crew to service all six routes. Due to the large number of transient camps and shopping carts throughout the city, staff requested a proposal to add an additional maintenance crew to solely focus on transient camp clean up and shopping cart removal from So Cal Land Maintenance, Inc. So Cal Land Maintenance has provided a proposal to add a second crew to coordinate on transient camp cleanup, at an additional cost of \$93,705 per year. Staff has prepared

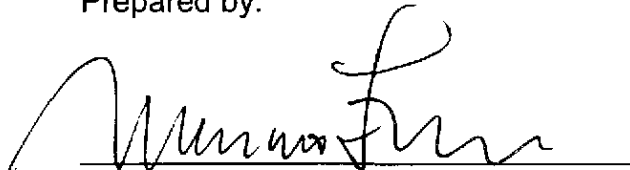
Amendment No. 1 to the agreement to accommodate this additional work.

FISCAL IMPACT:

Sufficient funds are available in the CSA 152 Fund, Account No. 124-4242-43200.

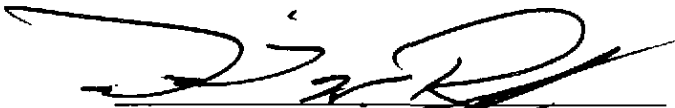
SUBMITTED

Prepared by:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer

Approved by:



David H. Ready, Esq., Ph.D
City Manager

Attachments:

1. Amendment No. 1

Attachment 1

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT NO.6683
WITH SO CAL LAND MAINTENANCE, INC.
ROADSIDE MAINTENANCE SERVICES

The following article of Agreement No. 6683 are hereby amended to read as follows:

THIS FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT (herein "Second Amendment"), made and entered into on this ____ day of _____, 2016, by the City of Palm Springs (herein "City"), a charter city organized and existing in the County of Riverside, under the laws of the State of California, and So Cal Land Maintenance, Inc. (herein "Contractor"), amends that certain Contract Services Agreement dated April 21, 2015 (herein "Agreement") by and between the same parties.

SECTION 1 – Section 2.1 of the Agreement is amended to reflect an annual cost increase of \$93,705, to add an additional crew for Transient Camp and Shopping Cart clean-up. Total revised Annual Contract Sum of \$174,725.

SECTION 2 – Exhibit D Schedule of Compensation is amended in its entirety by the revised Exhibit D Schedule of Compensation attached to this First Amendment as Attachment 1.

SECTION 3 – Except as specifically amended by this Amendment No. 1, all terms and provisions of Agreement No. 6683 and all preceding executed amendments remain in full force and effect.

Agreement Number:	6683
Original Approval:	April 1, 2015
Original Contract Amount:	\$81,020
Amount of Previous Increase(s)	\$ 0
Amount of this increase:	\$93,705
Amended Total:	\$174,725
Account Numbers:	

SIGNATURES ON NEXT PAGE

ATTEST:

CITY OF PALM SPRINGS,
a California charter city

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CONSULTANT: So Cal Land Maintenance, Inc.

Check one: Individual Partnership Corporation

Corporations require two notarized signatures: One signature **must** be from the Chairman of Board, President, or any Vice President. The second signature **must** be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer).

By: _____
Notarized Signature of Chairman of Board,
President or any Vice President

By: _____
Notarized Signature Secretary, Asst Secretary,
Treasurer, Asst treasurer or Chief Financial Officer

Name: _____
Title: _____

Name: _____
Title: _____

State of _____ }
County of _____ } ss
On _____ before me, _____

State of _____ }
County of _____ } ss
On _____ before me, _____

personally appeared _____
who proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

personally appeared _____
who proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Notary Signature: _____
Notary Seal:

Notary Signature: _____
Notary Seal:

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ATTACHMENT 1
EXHIBIT "D"
SCHEDULE OF COMPENSATION

SCHEDULE "C": Rate for Transient Camp and Shopping Cart Clean-up work based on a two-man crew consisting of one Lead Worker and one Worker, each working 10 hour per day, 40 hour per week, and including all associated costs.

<u>Title:</u>	<u>Unit Cost</u>	<u>Annual Hours</u>	<u>Annual Cost</u>
Lead Worker:	22.00 per/hr	X 2080 hrs	\$45,760.00
Worker:	12.00 per/hr	X 2080 hrs	\$24,960.00
Vehicle & Supplies:	95.00per/day	197 days	\$18,715.00
SUBTOTAL			\$89,435.00

SCHEDULE "D": Rate for Emergency Call Out, based on an estimate of 70 hours annually and based on a two man crew consisting of one Lead Worker and one Worker, and including all associated costs.

OVERTIME HOURS:

<u>Title:</u>	<u>Unit Cost</u>	<u>Annual Hours</u>	<u>Annual Cost</u>
Lead Worker:	33.00 per/hr	X 70 hrs	\$ 2,310.00
Worker:	18.00 per/hr	X 70 hrs	\$ 1,260.00
Vehicle & Supplies:	95.00per/day	1 days	\$ 95.00
SUBTOTAL			\$ 3,665.00

HOLIDAY HOURS:

<u>Title:</u>	<u>Unit Cost</u>	<u>Annual Hours</u>	<u>Annual Cost</u>
Lead Worker:	33.00 per/hr	X 10 hrs	\$ 330.00
Worker:	18.00 per/hr	X 10 hrs	\$ 180.00
Vehicle & Supplies:	95.00per/day	1 days	\$ 95.00
SUBTOTAL			\$ 605.00

TOTAL FOR BID SCHEDULES "C" AND "D" \$93,705.00

GRAND TOTAL FOR BID SCHEDULES "A", "B", "C" AND "D": \$174,725.00

PRICING FOR INITIAL THREE (3) YEAR TERM AND CPI ADJUSTMENTS FOR OPTIONAL RENEWALS:

Pricing for initial three (3) years of the Agreement term, the Unit Pricing shall remain fixed. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the Bureau of Labor Statistic's Consumer Price Index (CPI) for the LA/Riverside/Anaheim region for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increases, are at the mutual consent of the City and the Contractor.