



Agenda Report

24-1511

Agenda Date: 6/4/2024

REPORT TO COUNCIL

SUBJECT

Action on Award of Agreement to Tucker Construction, Inc. for Encampment Cleanup Services

COUNCIL PILLAR

Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND

Encampment debris contributes to visual blight, odors, stormwater pollution, and other aesthetic and safety concerns in surrounding neighborhoods. The City must follow stringent procedures to protect both the rights of individuals impacted by encampment cleanups and the safety of the personnel performing the cleanup services. Encampment cleanups often entail sending notifications prior to and after cleanup, storage and distribution of personal property, and employee safety training to deal with potential jobsite hazards. Due to these complexities, it is necessary to contract with an experienced vendor to ensure the City can clean up encampments swiftly before they grow in size or become health risks.

The Police Department (PD), Community Development Department (CDD), and Department of Public Works (DPW) coordinate extensively to remove encampments at City-maintained properties throughout Santa Clara. PD coordinates with CDD to provide resources to individuals in need of assistance and works with them to clear personal belongings from sites before abatement. PD and DPW determine a date and time for the anticipated cleanup activity and DPW coordinates with the vendor to perform the cleanup services. The purchase order with the current vendor is set to expire on July 1, 2024.

DISCUSSION

Pursuant to City Code Section 2.105.140(d), a formal Request for Bids (RFB) was conducted as the solicitation method for this project with award to the lowest responsive and responsible bidder. On February 22, 2024, staff published the RFB for Homeless Encampment Cleanup Services on the City’s e-procurement platform. Four responsive bids were received by the deadline. Bidders were required to submit their hourly rates and a percentage markup for miscellaneous materials, equipment, and third-party services. The low bid is determined by multiplying the rates by DPW’s estimated quantities of usage. The estimated total for each bidder is listed below:

Bidder Name	Estimated Total
Tucker Construction, Inc.	\$ 87,732
Dillard Environmental Services	\$ 90,080
ServiceMaster Restoration Services	\$ 93,408
OFRS Inc.	\$ 100,800

Staff recommends awarding an agreement to Tucker Construction, Inc. (Tucker) for submitting the lowest responsive and responsible bid. Tucker will provide homeless encampment cleanup services as requested by DPW and in accordance with the detailed scope of services outlined in the agreement. In addition, Tucker will coordinate the storage of personal items found during the cleanup and hold them for thirty days to allow owners to claim their property.

Before commencing work, Tucker will be required to provide the City with a not-to-exceed estimated cost of the clean-up. The City will be invoiced in arrears at fixed rates for the services. These rates are all-inclusive and include wages, overhead, general and administrative expenses, profit, tools, and most equipment needed for the clean-up. However, dumpsters, portable bathroom facilities, third-party services, and any heavy equipment that may be required and not owned by the contractor will be invoiced at the contractor's actual cost, plus a 20 percent markup.

The initial term of the agreement is one year, with the City having the option to extend it for four additional one-year terms. Annual price adjustments may be allowed after the initial term if requested and justified by the contractor and approved by the City. Prevailing wages will be paid under this agreement.

ENVIRONMENTAL REVIEW

Awarding the subject agreement with Tucker does not itself constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or as a reasonably foreseeable indirect physical change in the environment. Notwithstanding the foregoing, any abatement activities performed pursuant to the Agreement may be categorically exempt under CEQA Guidelines sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), and 15321 (Enforcement Actions by Regulatory Agencies), depending on the site and work required.

FISCAL IMPACT

The total not-to-exceed amount for the initial term of the agreement is \$110,000, which includes a 25 percent (approximate) contingency above the bid price. The contingency is included because the quantities used for determining low bids were estimates and could be higher based on the level of need. The FY 2024/25 and FY 2025/26 Proposed Capital Budget includes a recommendation to adjust the Operating budget to include \$110,000 for homeless encampment cleanups in the Department of Public Works departmental budget.

COORDINATION

This report has been coordinated with the Finance Department, Police Department, and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine the proposed actions are exempt from CEQA pursuant to Sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), and 15321 (Enforcement Actions by Regulatory Agencies) of Title 14 of California Code of Regulations;
2. Authorize the City Manager to execute an agreement with Tucker Construction, Inc. for homeless encampment cleanup services for an initial one-year term starting on or around July 1, 2024 and ending on or around June 30, 2025, with a not-to-exceed maximum compensation of \$110,000, in a final form approved by the City Attorney; and
3. Authorize the City Manager to exercise up to four one-year options to extend the term of the agreement through June 31, 2029 and to approve annual reasonable market price adjustments, subject to the appropriation of funds, in a final form approved by the City Attorney.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Agreement with Tucker Construction