

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **MARCH 26, 2013**

From:  **JAMES DURFEE / JOEL SWIFT**

Subject: **CUSTODIAL SERVICES CONTRACT WITH PRIDE INDUSTRIES, INC.**

ACTION REQUESTED / RECOMMENDATION:

1. Approve Amendment No. 1 in an amount not-to-exceed \$312,814 per year to the existing agreement with Pride Industries, Inc. executed on May 11, 2011 to provide custodial services at various Placer County Government Center facilities and the Community Development Resource Center, with a net county cost of \$170,000, for the period of April 1, 2013 to March 31, 2014.
2. Adopt a Resolution authorizing the Director of Facility Services, or his designee, to execute Amendment No. 1 upon approval of County Counsel and Risk Management.

BACKGROUND: Since June 2008, Pride Industries, Inc. (Pride) has provided contract custodial services at Building "B" at the Bill Santucci Justice Center in Roseville. Since May 2011, Pride has also provided similar services at various other County owned or occupied facilities. Pride's performance under these contracts has been exemplary, providing excellent service at a competitive price.

As reported to your Board during 2010, attrition that has taken place since 2007 has resulted in a staffing shortage in custodial services. Staff attrition continues to present challenges to providing acceptable levels of service. In FY 2007/08, Facility Services had thirty-nine (39) custodial positions; by February 2010, this number had reduced to twenty-seven (27) positions. As of March 2013, the Department now has twenty-two (22) filled custodial positions. Existing staff have been rotated and reassigned to cover more areas, and as a result, service levels have been impacted in all buildings serviced by County staff. The frequency of regular services, including floor care, dusting and general cleaning, have been reduced in order to provide basic and essential levels of service.

Facility Services recommends augmenting current staff with contract services in order to return to adequate service levels. In keeping with your Board's direction to evaluate alternative service delivery methods, staff is recommending an Amendment to the existing contract with Pride to provide custodial services to an additional 176,859 square feet of building space at various locations in the Placer County Government Center (PCGC). In order to provide adequate support for the area served by this amendment, eight (8) County custodians are required. Due to attrition, five (5) custodial staff currently serve these locations. These staff will be reassigned to other County facilities; providing necessary custodial services in other buildings that are currently under served.

Facility Services has negotiated the amendment with Pride to perform the required services. Direct negotiation of this contract with Pride is permitted pursuant to the County Purchasing Policy Manual Exemption 1.3.(s), when allowing purchases of commodities and services from public and private non-profit corporations operating workcenters for the disabled. Consistent with the existing contracts, the proposed Amendment assumes service levels consistent with historic levels of service in other general occupancy County facilities. Pride proposes to perform the additional services for a total annual fee of \$312,814 per year.

In order to provide adequate custodial services for County facilities, it is necessary for your Board to approve a contract Amendment with Pride, in an amount not-to-exceed \$312,814 per year. This will increase the annual contract to an amount not to exceed \$505,739 per year.

ENVIRONMENTAL CLEARANCE: This project is exempt from the California Environmental Quality Act pursuant to Section 15301 – that provides for operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses.

FISCAL IMPACT: The cost of the Amendment as proposed will be \$312,814 in the first year, funded through salary savings. The Proposed Budget Fiscal Year 2013/2014 includes a request for augmentation for custodial costs included in this contract.

ATTACHMENTS: ATTACHMENT A – PROPOSED CONTRACT SERVICE LOCATIONS
RESOLUTION

JD:JS:SH

CC: COUNTY EXECUTIVE OFFICE
PROCUREMENT SERVICES

T:\FAC\BSMEMO2013\PRIDEAMENDMENT.DOC

Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION DELEGATING
AUTHORITY TO THE DIRECTOR OF FACILITY SERVICES,
OR HIS DESIGNEE, TO EXECUTE A CONTRACT AMENDMENT AND TAKE
ACTIONS TO ADMINISTER CONTRACT AMENDMENT REGARDING
CUSTODIAL SERVICES FOR VARIOUS COUNTY FACILITIES

Resol. _____

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,
by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board delegates authority to the Director of Facility Services, or his designee, to execute a contract Amendment and take other related actions to administer said contract Amendment with Pride Industries, Inc. for custodial services at various County facilities upon approval of County Counsel and Risk Management for a total amendment expenditure not-to-exceed \$312,813.44.

CONTRACT NO. _____

FIRST AMENDMENT TO AGREEMENT FOR CUSTODIAL SERVICES AT PCGC
WITH PRIDE INDUSTRIES, INC.
A CALIFORNIA NON-PROFIT CORPORATION

THIS FIRST AMENDMENT MADE AND ENTERED into this _____ day of _____, 2013, by and between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", a political subdivision of the State of California, and PRIDE INDUSTRIES, INC., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, on the 11TH day of May, 2011, the COUNTY and CONTRACTOR entered into a contract for the purpose of providing Custodial Services for various COUNTY owned or occupied facilities; and

WHEREAS, COUNTY and CONTRACTOR have agreed to additional services to be provided to COUNTY by CONTRACTOR under the Contract and the compensation to be paid therefore,

NOW, THEREFORE, it is hereby agreed by the parties, as follows:

1. **Paragraph 4. AMOUNT OF PAYMENT**, SECTION C shall be deleted, and replaced in its entirety with:

"The COUNTY shall pay CONTRACTOR Five Hundred Five Thousand, Seven Hundred Thirty Eight Dollars and 80/100 (\$505,738.80), as base payment for the following year April 01, 2013 through March 31, 2014."

2. **Exhibit B "Scope of Services and Fee Schedule"**: Exhibit B Section 1. SCOPE OF SERVICES, Locations: shall be amended by adding the following Locations:
"Placer County Government Center (PCGC) buildings:
108A&B, 109A&B, 110A&B, 111A, 112B, 113A&B, 114A, 115A, 116B, 117A&B,
Community Development Resource Center (CDRC)"
3. All other terms and conditions in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF PLACER:

BY: _____ DATE: _____
James Durfee, Director
Department of Facility Services

Pride Industries, Inc.
CONTRACTOR:

BY: _____ DATE: _____
Peter Berghuis, Sr. Vice President, IFS Operations
Integrated Facilities Services

BY: _____ DATE: _____
Emma L. Forrest, Esq., General Counsel, PRIDE Industries, Inc.

Address: PRIDE Industries, Inc.
Attn: Paul Nunez
10030 Foothills Blvd.
Roseville, CA 95747-7102

APPROVED AS TO FORM

APPROVED AS TO FUNDS

BY: _____
Counsel

BY: _____
Auditor

County

