



Legislation Details (With Text)

File #: 16-1212

On agenda: 10/18/2016

Final action: 10/18/2016

Enactment date:

Enactment #: Agreement No. 15-551-1, Agreement No. 16-625

Title: Approve and authorize Chairman to execute First Amendment to Agreement with Doug Koerper, sole proprietor of Doug Koerper Construction, to modify expiration date for Agreement 15-551 to October 18, 2016; and approve and authorize Chairman to execute Agreement with RJW Enterprises for snow removal services at Bretz Road from Highway 168 to Slick Rock Lane, the driveway from Solitude Lane to the Wastewater Treatment Plant, and County Service Area 35, Zones AS and AT, effective when signed through October 31, 2020, including two optional one-year extensions for a total cost not to exceed \$497,593

Attachments: 1. Agenda Item, 2. Exhibit A-C, 3. Agreement A-15-551-1 with Doug Koerper Construction, 4. Agreement A-16-625 with RJW Enterprises

Date	Ver.	Action By	Action	Result
10/18/2016	1	Board of Supervisors	Approved (Consent Agenda)	Pass

DATE: October 18, 2016

TO: Board of Supervisors

SUBMITTED BY: Steven E. White, Director
Department of Public Works and Planning

SUBJECT: Execute First Amendment to Agreement 15-551 with Doug Koerper Construction, and execute an Agreement with RJW Enterprises for Snow Removal Services in the Shaver Lake Area

RECOMMENDED ACTION(S):

- 1. Approve and authorize the Chairman to execute First Amendment to Agreement with Doug Koerper, sole proprietor of Doug Koerper Construction, to modify the expiration date for Agreement 15-551 to October 18, 2016.**
- 2. Approve and authorize Chairman to execute an Agreement with RJW Enterprises for snow removal services at Bretz Road from Highway 168 to Slick Rock Lane, the driveway from Solitude Lane to the Wastewater Treatment Plant, and County Service Area 35, Zones AS and AT, effective when signed through October 31, 2020, including two optional one-year extensions for a total cost not to exceed \$497,593.**

Approval of Recommended Action 1 will set the expiration of Agreement 15-551 with Doug Koerper Construction to October 18, 2016. Approval of Recommended Action 2 will provide for snow removal services in the Shaver Lake area through RJW Enterprises. The proposed Agreement with RJW Enterprises will take effect when signed and expire October 31, 2018 and includes an option for two one-year renewals upon mutual agreement and by written notice to the contractor by the Director of Public Works and Planning or his or her designee.

ALTERNATIVE ACTION(S):

The Board may direct the Department of Public Works and Planning (Department) staff to have the snow removal services rebid through the Internal Services Department - Purchasing Division (Purchasing), however, this direction would cause a delay in providing the needed service for the upcoming winter season and would incur additional administrative cost to the affected County Service Area and Waterworks District Zones (Zones).

FISCAL IMPACT:

There is no Net County Cost associated with the recommended actions. Sufficient appropriations are included in the various FY 2016-17 Zone adopted budgets and will be requested in subsequent fiscal years. Costs for snow removal services on the driveway from Solitude Lane to the Wastewater Treatment Plant will be paid by County Service Area 31, Zone B, and Waterworks District 41, Zone S. Costs for snow removal services on Bretz Road from Highway 168 to Slick Rock Lane will be paid by County Service Area 35 (CSA 35), Zones O, AT, CD, and CI. Zone activities are funded by annual assessments and interest earned on cash reserves.

DISCUSSION:

In FY 2015-16, Purchasing issued a Request for Quotation (RFQ) for nine snow removal areas in the Shaver Lake area, shown in Exhibit A, in order to replace expiring snow removal agreements. On October 27, 2015, the Board approved an agreement with Doug Koerper Construction to perform snow removal services for Bretz Road from Highway 168 to Slick Rock Lane, the driveway from Solitude Lane to the Wastewater Treatment Plant, and CSA 35, Zones AS and AT, because they provided the lowest bid for those areas.

On July 18, 2016 staff received notice from Doug Koerper, of Doug Koerper Construction, that he would be retiring from providing snow removal services, effective starting the 2016-17 snow season. In order to ensure that all areas would be provided snow removal service for the upcoming snow season, staff sent an email to several snow removal contractors seeking informal bids for the four areas under an agreement for snow removal services with Doug Koerper Construction.

In response to the request for informal bids, staff received bids from four snow removal contractors covering all four areas. After reviewing the bids, staff determined that RJW Enterprises (Contractor) provided the low bid for all areas, as shown in Exhibit B. The first recommend action would amend the existing agreement with Doug Koerper Construction to modify the termination date to October 18, 2016. The second recommended action would execute an agreement with RJW Enterprises (Agreement) for the remainder of the period of the existing agreement with Doug Koerper Construction.

Snow removal is divided into two periods. The Snow Removal Period, November 1st through April 30th, requires continuous snow removal 24 hours a day, seven days a week, as well as street sweeping at the end of the season. The Contractor will be compensated with a minimum of seventy percent (70%) of their bid amount for an average snowfall year, paid in five equal monthly installments. At the end of each snow season precipitation measurements taken in the Shaver Lake area for the November through April period will be calculated and compared with the last ten year average. If the precipitation level is above seventy percent (70%) of the ten year average, the Contractor will receive an additional amount up to one-hundred fifty percent (150%) of their bid for an average year by inch of precipitation over 70 percent of the ten-year average.

The Out-of-Season Period will occur after April 30th and before the following snow removal season, which begins November 1st. During the Out-of-Season Period the Director of Public Works and Planning or his or her designee (County Representative), per the Agreement, will provide verbal authorization to the Contractor to remove snow from specific areas. Also per the Agreement, the County Representative will have the discretion of determining the level of service which may or may not match the Snow Removal Period. The maximum amount of compensation for the Out-of-Season period is 20% of the bid amount for an average year. The maximum compensation amounts can be found in Exhibit C.

The term of the Agreement is for two years, however, the Agreement may be extended for up to an additional two one-year periods by mutual agreement between the County and the Contractor and by written notification from the County Representative. This action must be completed prior to June 30th of each year. If the Agreement is extended to 2019, the Contractor's quotes for all compensation amounts will be adjusted based on the percentage change from 2016 to 2018 in the Consumer Price Index (CPI) "All Urban Consumers for San Francisco-Oakland-San Jose, CA, Standard Metropolitan Statistical Area" up to six percent. If the Agreement is extended to 2020, the quotes will be adjusted up to three percent based on the CPI. Exhibit C provides information on maximum compensation amounts, including the CPI increases.

REFERENCE MATERIAL:

BAI # 51, October 27, 2015 - Agreement 15-551

ATTACHMENTS INCLUDED AND/OR ON FILE:

Exhibit A-C
On file with Clerk - First Amendment to Agreement 15-551
On file with Clerk - Agreement with RJW Enterprises

CAO ANALYST:

John Hays