



County of Fresno

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Legislation Text

File #: 21-0693, **Version:** 1

DATE: October 19, 2021

TO: Board of Supervisors

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

SUBJECT: Master Agreement for Snow Removal Services in the Shaver Lake Area

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute a Master Agreement for on-site snow removal services in the Shaver Lake area, effective November 1, 2021, not to exceed five consecutive years, which includes a three-year base contract and two optional one-year extensions, total not to exceed \$1,958,508.42.

Approval of the recommended action will provide snow removal services to nine County Service Area 35 Zones (Zones) in the Shaver Lake area. This item pertains to locations in District 5.

ALTERNATIVE ACTION(S):

Your Board may direct staff to have the snow removal services rebid through the Purchasing Division of the Internal Services Department (Purchasing); however, this would not provide snow removal services needed in time for the upcoming winter season, and would be an additional administrative cost to the Zones.

FISCAL IMPACT:

There is no Net County Cost associated with the recommended action. All costs associated with this matter are paid for by the specially benefitted properties within the Zones. Sufficient appropriations are included in the various FY 2021-22 Zone Adopted Budgets and will be included in subsequent fiscal years. The recommended Master Agreement will have a spending limit of \$1,127,155.85 over a three-year term, and, if extended for two one-year periods, \$1,958,508.42.

DISCUSSION:

A Request for Quotation (RFQ) was issued by Purchasing for snow removal services for nine snow removal Zones on June 7, 2021. The RFQ responses and bidding period closed on June 28, 2021. A summary of the responses can be found in Exhibit A. Exhibit B provides a map of the affected Zones in the Shaver Lake area. Per the RFQ, award would be made to the vendor(s) offering services deemed to be to the best advantage of the County.

The recommended Master Agreement authorizes the contractors, Sierra Snow Services, Inc., Messer Logging, Inc. and RJW Enterprises, Inc., to perform snow removal services to all the Zones in the Shaver Lake Area. All zones except for CSA 35AG - Wildflower Village (CSA 35AG) and CSA 35AK - Woody Lane (CSA 35AK), were awarded to the lowest bidder. The initial lowest bidder for CSA 35 AK withdrew their offer to provide snow removal services for this Zone, therefore the Zone was awarded to the second lowest bidder. For CSA 35AG, staff determined that the second lowest bidder would be able to provide a faster response time and

more efficient service based on the vendor's distance from the service area, and a lesser amount of other snow removal commitments during the snow season.

Snow removal is divided into two periods. The Snow Removal Period, November 1st through April 30th, requires continuous mobilization for snow removal 24 hours a day, seven days a week, as well as street sweeping at the end of the season. Contractors for the Zones in the Shaver Lake Area will be compensated with a minimum of 70% of their bid amount for an average snowfall year, paid in six equal monthly installments. After April 30th, precipitation measurements taken in the Shaver Lake area for the November through April period will be calculated and compared with the last ten-year precipitation average. If the precipitation level is less than or equal to 70% of the ten-year average, each contractor will receive 70% of that contractor's bid amount, to cover mobilization costs and any work done. If the precipitation level is above 70% of the ten-year average precipitation level, each contractor will receive an additional amount up to 150% of that contractor's bid for an average year, calculated per inch of precipitation over 70% of the ten-year average.

The Out-of-Season Period will occur after April 30th and before the following Snow Removal Period, which begins November 1st. During the Out-of-Season Period, the Director of Public Works and Planning, or his designee, per the Master Agreement, will provide verbal authorization to a contractor to remove snow from within the Zone(s). Also, per the Master Agreement, the Director of Public Works and Planning or his designee will have the discretion of determining the level of service, which may or may not match the Snow Removal Period. Work done during the Out-of-Season Period will be paid at an hourly rate as specified in the recommended Master Agreement. The maximum amount of compensation for the Out-of-Season Period is 20% of each contractor's bid amount for an average year.

The base term of the recommended Master Agreement is for three years, and does not include a Consumer Price Index (CPI) increase, however, the Master Agreement may be extended for up to two one-year periods past the term date of October 31, 2024, upon written approval of each contractor and the Director of the Department of Public Works and Planning, or his or her designee. This action must be completed no later than thirty days prior to the first day of the next twelve month extension period. If the recommended Master Agreement is extended to 2025, the contractors' quotes for all compensation amounts will be adjusted based on the percentage change from 2021 to 2024 in the CPI "All Urban Consumers for San Francisco-Oakland-Hayward, CA, Standard Metropolitan Statistical Area" up to a maximum of 9%. If the recommended Master Agreement is extended to 2026, the quotes will be further adjusted up to a maximum of 3%, based on the CPI. Exhibit C provides information on maximum compensation amounts, including the CPI increases.

ATTACHMENTS INCLUDED AND/OR ON FILE:

Exhibit A-C

On file with the Clerk - Master Agreement (Snow Removal Services)

CAO ANALYST:

Ron Alexander