

RESOLUTION NO. 19-33

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
LOS ALTOS HILLS COUNTY FIRE DISTRICT AUTHORIZING
EXECUTION OF AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN
THE LOS ALTOS HILLS COUNTY FIRE DISTRICT
AND CSG CONSULTANTS FOR TREE REMOVAL REQUEST FOR PROPOSAL
SERVICES TO ADD FUEL REDUCTION PROGRAM OVERSIGHT SERVICES.**

WHEREAS, on May 21, 2019, the Los Altos Hills County Fire District (“District”) and CSG Consultants (“CSG”) entered into an Agreement for Tree Removal Request for Proposal Services (“Agreement”); and

WHEREAS, the at the District’s July 30, 2019, meeting the District Board approved Amendment No. 1 to the Agreement to increase the not to exceed amount of the Agreement with regard to preparation of the two Requests for Proposals for the tree removal services, and to add to the scope preparation of an Invitation to Bid for brush and wood chipping services; and

WHEREAS, the District now desires to engage CSG to perform fuel reduction oversight services as described in Amendment No. 2 to the Professional Services Agreement between the Los Altos Hills County Fire District and CSG Consultants for Tree Removal Request for Proposal Services to Add Fuel Reduction Program Oversight Services (“Second Amendment”) which is attached hereto as Exhibit A; and

WHEREAS, the District Board has read and considered the Second Amendment.

NOW, THEREFORE, the District Board does **RESOLVE** as follows:

1. Public interest and convenience require the District to enter into the Second Amendment, which is attached hereto as Exhibit A.
2. The District hereby approves the Second Amendment and the District Board President is hereby authorized on behalf of the District to execute the Second Amendment attached hereto.

PASSED AND ADOPTED this 17th day of September 2019.

By: _____
Mark Warren, Board President

ATTEST:

District Clerk

Exhibit A

AMENDMENT No. 2
**TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
LOS ALTOS HILLS COUNTY FIRE DISTRICT AND
CSG CONSULTANTS FOR TREE REMOVAL REQUEST FOR PROPOSAL SERVICES
TO ADD FUEL REDUCTION PROGRAM OVERSIGHT SERVICES**

THIS AMENDMENT No. 2, made and entered into as of the _____ day of September 2019, to the Professional Agreement between the Los Altos Hills County Fire District (“District”) and CSG Consulting (“CSG”) for Tree Removal Request for Proposal Services (“Agreement”) made and entered into on May 21, 2019.

RECITALS

WHEREAS, on May 21, 2019, District and CSG entered into an Agreement for tree removal request for proposal services; and

WHEREAS, CSG is an independent contractor providing similar professional services to numerous other agencies, companies, and individuals; and

WHEREAS, the Agreement’s Scope of Services relates to preparation and work on two Requests for Proposals for the Tree Removal Program; and

WHEREAS, at the District’s meeting on July 30, 2019, the District Board approved Amendment No. 1 to the Agreement (“First Amendment”) to increase the not to exceed amount of the Agreement with regard to preparation of the two Requests for Proposals for the tree removal services, and to add to the scope preparation of an Invitation to Bid for brush and wood chipping services; and

WHEREAS, the District and CSG now desire to add Fuel Reduction Program Oversight Services to the Agreement.

In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, District and CSG hereby agree that the following sections of the Agreement and First Amendment are amended to read as follows:

1. Section 1.1, **CONSULTANT** is hereby amended to read:

“1.1 **CONSULTANT**.

1.1.1. CSG shall provide technical and professional services in the preparation and performance of issuing two anticipated RFPs for tree removal (“Tree RFPs”). The scope and description of services are described in the Project Management Services Proposal provided by CSG and dated May 16, 2019, which is attached to the Agreement as Exhibit 1. CSG shall also provide technical and professional services in preparation and performance of issuing an Invitation to Bid for brush and wood chipping in conformance with the requirements Public Contract Code § 20812 (“Brush ITB”). The scope and description of services for the Brush ITB are described in the Services

Proposal provided by CSG and dated August 13, 2019, which is attached to Amendment No. 1 as Exhibit 1A. CSG shall not issue Tree RFPs nor the ITB until it receives written authorization from District's Representative.

1.1.2. CSG shall provide Fuel Reduction Program Oversight Services as described in the CSG Proposal dated September 17, 2019 and attached hereto as Exhibit 1B ("Fuel Reduction Program Oversight Services").

1.1.3. The Tree RFP, Brush ITB and Fuel Reduction Program Oversight Services as described in Exhibits 1, 1A and 1B shall collectively be referred to as Services."

2. Section 4 **TERM OF AGREEMENT**, is hereby amendment to read:

"4. **TERM OF AGREEMENT**. This Agreement shall be effective until January 30, 2020, unless terminated earlier as set forth in Paragraph 6 of the Agreement.

3. Section 5.1. **PAYMENT SCHEDULE**, is hereby amended to read:

"5.1 Payment Schedule.

5.1.1. DISTRICT shall compensate CSG on a Time and Materials basis in accordance with its Engineering Division Hourly rates as set forth in Exhibit 1 in an amount not to exceed twenty Two Thousand Five Hundred Twenty Four Dollars (\$22,524) for Tree RFP services. DISTRICT shall compensate CSG on a Time and Materials basis in accordance with its Engineering Division Hourly rates as set forth in Exhibit 1 in an amount not to exceed Nine Thousand Four Hundred Twenty Dollars (\$9,420) the Brush ITB services.

5.1.2. District shall compensate CSG on a Time and Materials basis in accordance with the rates set forth in Exhibit 1B for Fuel Reduction Oversight Services in an amount not to exceed Seventeen Thousand Twenty Dollars (\$17,020). If necessary and after request by CSG, the District Board may consider, and in its sole discretion, decide to authorize up to a Thirty Percent (30%) contingency for an additional Five Thousand One Hundred Six Dollars (\$5,106) for CSG to perform Fuel Reduction Oversight Services.

4. Section **5.3 INVOICES**., is hereby amended to add the following:

"5.3 Invoices. CSG shall submit invoices to the DISTRICT with separate expenses for the Tree RFP services, the Brush ITB services, and the Fuel Reduction Oversight Services so that DISTRICT's Financial Consultant is able to clearly identify whether expenses relate to the Tree RFPs, the Brush ITB, or the Fuel Reduction Oversight Services.

5. All other terms of the Agreement and First Amendment, which are not in conflict with the provisions of this Second Amendment, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Agreement, the First Amendment, and this Second Amendment the provisions of this Second Amendment shall control. If there is any conflict in the terms of this Second Amendment with the exhibits or attachments, then the provisions of this Second Amendment shall control.

[Signatures on following page.]

IN WITNESS WHEREOF, the District and CSG have executed this Second Amendment effective as of the date written above.

LOS ALTOS COUNTY FIRE DISTRICT:

CSG CONSULTANTS.:

By: _____
President, Board of Directors

By: _____

ATTEST:

Name (printed): _____

District Clerk

Title: _____

EIN _____

Exhibit 1B



550 Pilgrim Drive
Foster City, CA 94404
phone 650.522.2500
fax 650.522.2599

www.csgegr.com

September 17, 2019

J. Logan, General Manager
Los Altos Hills County Fire District
PO Box 1766
Los Altos, CA 94023

RE: Project Administration and Oversight Services for Tree Removal Phase 1 and 2 and Brush and Wood Chipping Services (Amendment #2)

CSG Consultants, Inc. (CSG) is pleased to submit this letter proposal to the Los Altos Hills County Fire District (District) to assist in project administration services.

ANTICIPATED SCOPE OF WORK

It is our understanding that the District needs staffing assistance to assist in the administration and evaluation of the performance of the tree removal and brush chipping contracts. We understand the services will extend from authorization to proceed until January 30, 2020. The intent is to work with the General Manager and supplement the work of Emergency Services Manager Capt. Denise Gluhan. The scope of work includes:

Sept. 18, 2019 – January 30, 2020

1. Coordinate development of online registration forms and process for residents to sign-up for tree removal qualification and brush chipping services (TR&C); coordinate resident registration database with District Clerk and Webmaster (IT services)
2. Coordinate with vendor for vendor to establish spreadsheet with names, addresses, phone and email for each resident requesting TR&C services; integrate post card requests onto spreadsheet
3. Coordinate with arborist as needed
4. TR&C vendors will call and schedule service date with each resident on list. CSG will oversee the efficiency and service quality of these activities via survey process below
5. Process for evaluation of service delivery to residents
 - a. Develop online survey; prepare survey format and questions to be completed by residents
 - b. Prepare online survey process; coordinate upload with District Clerk and Webmaster (IT)
 - c. Send survey and collect results from residents who received tree removal or brush chipping services
 - d. Analyze survey data for GM and prepare report for Fuel Reduction subcommittee for monthly report to Board

6. Schedule two meetings per month via phone conference with Emergency Services Manager Capt. Denise Gluhan to review and evaluation TR&C service components and survey results
7. Develop flow-chart of the tree and brush chipping service and resident survey process and to include all the steps above

STAFFING

Cyrus Kianpour, PE, PLS will serve as the Principal-in-Charge and be available for consultation. Cyrus is President of CSG and has many years of experience as City Engineer and Director of Public Works for many local agencies.

Ed Slintak, PE will serve as the Project Manager. Ed has over 35 years of experience in project management and preparing bid packages for public works projects for agencies throughout Northern California.

Rhafael Herrera will assist in preparation of the bid package documents. Rhafael is an Assistant Engineer for CSG with over two years of engineering experience. Most recently, he provided staff augmentation services to the Town of Hillsborough.

SCHEDULE

We will begin the work immediately after receiving Notice to Proceed and receiving direction from the General Manager.

BUDGET

Due to the fluid nature of the work, we propose to work on a Time and Materials basis in accordance with our Engineering Division Hourly Rates and have established an estimate of the level of effort. A 30% contingency is included, for the convenience of the District to authorize small changes in scope. Use of the contingency funds will require prior authorization from the District. We will not exceed this amount without first receiving authorization from the District. Our proposed not to exceed fee is attached at the end of this proposal.

We look forward to this opportunity to assist the Los Altos Hills County Fire District. Please feel free to contact me at cyrus@csgengr.com or (650) 522-2500 if you have any questions.

Sincerely,
CSG Consultants, Inc.



Ed Slintak, P.E.
Project Manager

attachment

CSG Consultants, Inc.

September 17, 2019

Project Administration and Oversight Services for Tree Removal Phase 1 and 2 and Brush and Wood Chipping Services (Amendment #2)

		Project Manager	Assistant Engineer	IT Staff	TOTAL HOURS	TOTAL COST
		\$220	\$145	\$155		
September - January 30						
Task No.	Description					
1	Coordinate development of online registration forms and process for residents to sign-up for tree removal qualification and brush chipping services (TR&C); coordinate resident registration database with District Clerk and Webmaster (IT services)	4		15	19	\$ 3,205
2	Coordinate with vendor for vendor to establish spreadsheet with names, addresses, phone and email for each resident requesting TR&C services; integrate post card requests onto spreadsheet	4		8	12	\$ 2,120
3	Coordinate with arborist as needed	4			4	\$ 880
4	TR&C vendors will call and schedule service date with each resident on list. Consultant will oversee the efficiency and service quality of these activities via survey process below	4			4	\$ 880
5a	Develop online survey; prepare survey format and questions to be completed by residents	2	2	5	9	\$ 1,505
5b	Prepare online survey process; coordinate upload with District Clerk and Webmaster (IT)	2		5	7	\$ 1,215
5c	Send survey and collect results from residents who received tree removal or brush chipping services	1	4		5	\$ 800
5d	Analyze survey data for GM and prepare report for Fuel Reduction subcommittee for monthly report to Board	2	4	10	16	\$ 2,570
6	Schedule two meetings per month via phone conference with Emergency Services Manager Capt. Denise Gluhan to review and evaluation TR&C service components and survey results	8			8	\$ 1,760
7	Develop flow-chart of the tree and brush chipping service and resident survey process and to include all the steps above	2	6	5	13	\$ 2,085
Subtotal		33	16	48	97	\$ 17,020
30% Contingency						\$ 5,106
TOTAL						\$ 22,126