

## AGENDA REPORT

**Resolution:** Approval to Execute a Two-Month Extension of the Airport Shuttle Bus Services Agreement with Ampco System Parking, Inc. to January 31, 2018, for an Amount Not to Exceed \$742,000 (**Aviation**)

**MEETING DATE:** 10/26/2017

**AMOUNT:** \$742,000  
Operating Expense

**PARTIES INVOLVED:** **Ampco System Parking, Inc.**, Oakland, CA  
Scott Hutchison, Vice President

**SUBMITTED BY:** Bryant L. Francis C.M., Director of Aviation

**APPROVED BY:** J. Christopher Lytle, Executive Director

**ACTION TYPE:** Resolution

### **EXECUTIVE SUMMARY**

Staff requests authorization to extend the Port's contract with Ampco System Parking, Inc. ("Ampco") for the provision of Airport Shuttle Bus Services for a period of up to two months, to January 31, 2018. This action is recommended to assure operational continuity through the end-of-year holiday period. Ampco would be paid an amount not to exceed \$742,000 including a fixed management fee of \$97,424, or \$48,713 per month for the two additional months; and up to \$644,576 in reimbursable operating expense. These funds are included in the FY 2017-18 Operating Budget and the recommended action has no budget impact.

### **BACKGROUND**

The Port executed an agreement with Ampco to provide Airport Shuttle Bus Services for three years plus two one-year extensions, starting on December 1, 2012. That agreement terminates on November 30, 2017. Ampco also provides Airport Curbside Management Services under a separate agreement with an identical timeframe. Staff has conducted a competitive process to select a new contractor to perform both Shuttle Bus and Curbside Management Services under one agreement and will soon request authorization to enter into an agreement with a new contractor to perform those services.

However experience indicates that changing the contractor for Shuttle Bus Services during the end-of-year holiday period is highly disruptive for both Port and Contractor, and should be avoided if possible. The new contractor must deploy several individuals from other locations to prepare for the new operation at OAK, which involves working with Port staff while installing their corporate operations, accounting and reporting systems on-site. This process requires up to 30 days and under the current contract schedule the bulk of activity would have to occur during Thanksgiving week.

In addition, execution of a new agreement for these Services is intended to proceed on the same schedule as the new Airport Parking Management Services agreement. Starting the new Parking services agreement on December 1<sup>st</sup> would also be impacted by the holiday schedule, as would the ongoing activation and testing of the parking revenue control system ("PARCS") which the current Parking contractor is working on with Port staff.

### **ANALYSIS**

Ampco has agreed to extend the Shuttle Bus Service agreement with the same terms and conditions for the proposed two-month extension period. Contract compensation includes reimbursement of contract-specified expenses, plus a fixed management fee that is adjusted annually based on CPI.

These amounts are summarized below.

Function	FY 2017-18 Operating Budget	Estimated Reimbursable Expense for 2 Months	Estimated Management Fee for 2 Months (a)	Total Request	Current Contract Term	Proposed Extension Term
Airport Shuttle Fleet Operations	\$3,173,827	\$644,576	\$97,424	\$742,000	12/1/1/2012 to 11/30/2017	12/1/2017 to 1/31/2018

(a) Assumes a 3% CPI adjustment as of December 1, 2017

### **BUDGET & STAFFING**

The anticipated two month cost of extending the current contract for Ampco is \$742,000 including \$97,424 in Management Fees and \$644,576 in reimbursable operating expense. There is no budget or staffing impact.

### **MARITIME AVIATION PROJECT LABOR AGREEMENT (MAPLA)**

The Port of Oakland Maritime and Aviation Project Labor Agreement (MAPLA) does not apply because this contract is for professional services that are not within the craft jurisdiction of the unions' signatory to the MAPLA.

## **STRATEGIC PLAN**

### **Goal A: Create Sustainable Economic Growth for the Port and Beyond**

- Objective 1: Maximize the use of existing assets.
- Objective 3: Increase revenue, job creation and small business growth.

### **Goal B: Maintain and Aggressively Grow Core Businesses**

- Objective 1: Retain existing customers and tenants.
- Objective 2: Market strategically and aggressively to attract new customers and tenants.
- Objective 4: Promote effective strategic communication with Port customers.
- Objective 5: Enhance customer services (i.e., market intelligence, technical knowledge, strategic advice and problem solving).

## **LIVING WAGE**

Living wage requirements, in accordance with the Port's Rules and Regulations for the Implementation and Enforcement of the Port of Oakland Living Wage Requirements (the "Living Wage Regulations"), apply to this agreement as the service provider employs 21 or more employees working on Port-related work, the service provider is principally providing services related to maritime or aviation business, the service provider is not per se exempt under the Living Wage Regulations, and the contract value is greater than \$50,000.

## **ENVIRONMENTAL**

CEQA Determination: This action has been determined to be categorically exempt from requirements of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15301, Existing Facilities, which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. No changes to the premises or use are proposed.

## **GENERAL PLAN**

This action does not change the use of any existing facility, make alterations to an existing facility, or create a new facility; therefore, a General Plan conformity determination pursuant to Section 727 of the City of Oakland Charter is not required.

## **OWNER-CONTROLLED INSURANCE PROGRAM (OCIP)**

Professional service agreements are not subject to the Port's Owner Controlled Insurance Program (OCIP) as professional services are not construction activities.

## **OPTIONS**

1. Approve the proposed action and authorize the Executive Director to amend and extend the Airport Shuttle Bus Services Agreement with Ampco System Parking, Inc. ("Ampco"), subject to the terms described in this Agenda Report, to provide Airport Shuttle Bus services. This is the recommended action. The contract duration would extend by two months to January 31, 2018 and the total contract value would increase by \$742,000 including a fixed management fee of \$97,424 and up to \$644,576 in reimbursable operating expense.
2. Approve the proposed action and authorize the Executive Director to extend the Airport Shuttle Bus Services Agreement with Ampco, but subject to terms that are different than those described in this Agenda Report, which may require further negotiation and/or possible rejection by the recommended contractor.
3. Do not authorize the Executive Director to amend and extend the Airport Shuttle Bus Services Agreement with Ampco, based upon the terms described in this Agenda Report

## **RECOMMENDATION**

Adopt a resolution to approve Option 1, authorize the Executive Director to amend and extend the Airport Shuttle Bus Services Agreement with Ampco System Parking, Inc., subject to the terms described in this Agenda Report, to provide Airport Shuttle Fleet Operations Services. The contract duration would extend by two months to January 31, 2018 and the total contract value would increase by \$742,000 including a fixed Management Fee of \$97,424 and up to \$644,576 in reimbursable operating expense.

**Figure 1**  
**Airport Public Parking Facility Locations**



- 1 - Premier Parking Lot**
- 2 - Hourly Parking Lot**
- 3 - Daily Parking Lot**
- 4 - Economy Parking Lot**
- 5 - Former Economy Lot (inactive)**