

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

974 A



FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS DATE: 6/7/16

Departmental Concurrence

**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
June 9, 2016

**SUBJECT:** Amendment No. 1 to Personal Services Agreement RFP 44-068-2011 CR&R in the amount of \$757,250 for Street Sweeping Services. All Districts; [\$4,543,500 Total Cost]; Local Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the annual agreement amount of \$757,250 for FY 2016-17 for the Street Sweeping Services agreement with CR&R Incorporated with the County of Riverside;
2. Approve and authorize the Chairman of the Board to execute the attached Amendment No. 1 to modify the Period of Performance provision of the agreement to authorize an additional term of one (1) year for FY 2016-17;
3. Authorize the Director of Transportation and Land Management Agency or designee to exercise the option to extend the agreement.

Patricia Romo  
Assistant Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST <u>FY 16/17</u>	\$ 757,250	\$ <u>0</u>	\$ 4,543,500	\$ 757,250	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** CSA 152 (100%). There are no General Funds used in this project. **Budget Adjustment:** No  
For Fiscal Year: 16/17

**C.E.O. RECOMMENDATION:**

APPROVE  
BY:   
Tina Grant

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Washington, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** June 21, 2016  
**xc:** Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 07/12/11, Item 3.52 | District: ALL | Agenda Number:

**3-73**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Amendment No. 1 to Personal Services Agreement RFP 44-068-2011 CR&R in the Amount of \$757,250 for Street Sweeping Services. All Districts; [\$4,543,500 - Total Cost]; Local Funds 100%.

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**BACKGROUND:**

**Summary**

County Service Area (CSA) 152 (Countywide) provides street sweeping services in selected residential areas of the County of Riverside (County) where property owners have voted to assess themselves for the service. As of October 6, 2003, administration of the street sweeping services administration was transferred from the County of Riverside Economic Development Agency to the County of Riverside Transportation Department (Transportation Department), which is responsible for all other maintenance functions within the County maintained road right-of-way.

On July 12, 2011, Agenda Item 3.52, the Board of Supervisors approved an multi-year personal service agreement for street sweeping services with CR&R Incorporated for a three (3) year term expiring June 30, 2014, with the option to renew for up to two (2) additional one (1) year terms with a final expiration date of June 30, 2016. This Amendment will authorize a third extension to the agreement for continuing services until June 30, 2017.

CR&R Incorporated is currently providing services to the County and has done so in a satisfactory manner. CR&R Incorporated would continue to provide street sweeping services to CSA 152 for FY 2016/17 in the amount of \$605,750, with an annual contingency of 25% in the amount of \$151,500 for a total contract amount of \$757,250. The annual contingency covers the cost of extra work not included in the normal scope of the project, such as providing service to additional curb miles created through development and future growth or for extra sweeping needs. CR&R Incorporated's current per curb mile cost is \$20.70 per curb mile, which at the time the contract went to bid in 2011 is still lower than the 2<sup>nd</sup> lowest bid at \$21.98 per curb mile.

The extension of this contract would allow the Transportation Department to release a formal Request for Proposal (RFP) in early 2017 and award the contract in the spring of 2017, therefore allowing all responsible bidders ample time to prepare for the significant Scope of Services provided in the Request for Proposal.

**Impact on Residents and Businesses**

Only residences in selected residential areas of the County where property owners have voted to assess themselves for the service will be impacted by this agreement.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The contract will be funded using CSA 152 funds.

Original Contract amount:	\$ 757,250 FY 2011/12
	\$ 757,250 FY 2012/13
	\$ 757,250 FY 2013/14
	\$ 757,250 FY 2014/15
	\$ 757,250 FY 2015/16
Total	\$ 3,786,250
Revised Agreement Amendment #1:	\$ 757,250 FY 2011/12 Curb Mile Rate \$18.98
	\$ 757,250 FY 2012/13 Curb Mile Rate \$19.55
	\$ 757,250 FY 2013/14 Curb Mile Rate \$19.92
	\$ 757,250 FY 2014/15 Curb Mile Rate \$20.15
	\$ 757,250 FY 2015/16 Curb Mile Rate \$20.30
	\$ 757,250 FY 2016/17 Curb Mile Rate \$20.70 Proposed
Total	\$4,543,500

**Contract History and Price Reasonableness**

The Transportation Department issued a formal Request for Proposal (RFP) in 2011 and received three responsive bids ranging from \$605,749 to \$1,228,732 annually. CR&R Incorporated of Perris was the lowest

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responsive and responsible bidder at \$605,749. CR&R Incorporated has been providing satisfactory services since 2011.

**ATTACHMENTS:**

Amendment

1  
2 **1<sup>st</sup> AMENDMENT TO CONTRACT**

3 **for Street Sweeping Services**

4 **between County of Riverside and CR&R Incorporated**

5  
6 THIS AMENDMENT (hereinafter the "1<sup>st</sup> Amendment") to a Contract is made and entered into as of this  
7 21<sup>st</sup> day of June, 2016, by and between the County of Riverside, a political subdivision of the State  
8 of California (hereinafter the "COUNTY"), and CR&R Incorporated (hereinafter "CONTRACTOR").

9 **RECITALS**

- 10 A. COUNTY and CONTRACTOR entered in a Contract entitled "Personal Service Agreement for CSA 152  
11 Street Sweeping Services between County of Riverside – Transportation Department and CR&R  
12 Incorporated" dated July 12, 2011, Agenda Item 3.52 (hereinafter the "Agreement"). The Contract provides  
13 the terms and conditions, scope of work, schedule and budget for the performance of professional and  
14 technical services necessary to provide street sweeping services.
- 15 B. The parties therefore now desire to amend the Period of Performance of the Street Sweeping Services  
16 between County of Riverside – Transportation Department and CR&R Incorporated" dated July 12, 2011,  
17 Agenda Item 3.52.

18 **AGREEMENT**

19 NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as  
20 follows:

- 21 1. Section 2.1 Period Of Performance. The Period of Performance is amended by deleting the sentence "This  
22 Agreement shall be effective upon signature of this Agreement by both parties and continue in effect  
23 through June 30, 2014, with the option to renew for two (2) years, renewable in one year increments by  
24 written amendment, unless terminated earlier." and replacing with "This Agreement shall be effective upon  
25 signature of this Agreement by both parties and continue in effect through June 30, 2014, with the option to  
26 renew for three (3) years, renewable in one year increments by written amendment, unless terminated  
27 earlier."
- 28 2. Section 4. Alteration or Changes to the Agreement, is amended by deleting paragraph 4.1 and replacing  
29 with the following: "4.1 The Board of Supervisors and the County Purchasing Agent and/or his designee

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1 are the only authorized COUNTY representatives who may at any time, by written order, alter this  
2 Agreement in terms of price or performance. When any such alternation causes an increase or decrease in  
3 the cost of performance under this Agreement, an equitable adjustment shall be made in the Agreement  
4 price or delivery schedule, or both, and the Agreement shall be modified by written amendment  
5 accordingly. The exercise of the option to renew the Agreement in one year increments by written  
6 amendment may be exercised by the Director of Transportation and Land Management Agency, or his  
7 designee.”

- 8  
9 3. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions  
10 of the Contract shall remain in full force and effect between the parties hereto.

11 IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Contract to be duly executed  
12 this day and year first written above.

13 [REMAINDER OF PAGE LEFT BLANK]  
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**APPROVALS**

**COUNTY** Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 6/9/16

PATRICIA ROMO  
Assistant Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS

 Dated: 6/7/16  
*Deputy*  
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: JUN 21 2016  
**JOHN J. BENOIT**

PRINTED NAME  
Chairman, Riverside County Board of Supervisors

ATTEST:


 Dated: JUN 21 2016

KECIA HARPER-IHEM  
Clerk of the Board (SEAL)

**CONTRACTOR** Approvals

CONTRACTOR:

 Dated: 6/9/16

David Sahrion  
 President of Riverside County Solid Waste  
Division  
CR&R Incorporated