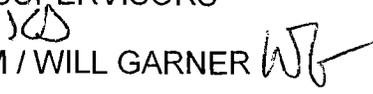


MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS

DATE: June 8, 2010

FROM: KEN GREHM / WILL GARNER 

SUBJECT: **DIAL-A-RIDE CONTRACT AMENDMENTS - FY 2010/11**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to execute, with County Counsel and Risk Management's review and approval, Amendment No. 5 to Contract No. 20543 and Amendment No. 3 to Contract No. 12530 with PRIDE Industries for month to month extensions for up to one year not to exceed \$933,785, to operate Highway 49 Dial-A-Ride and South Placer Dial-A-Ride through June 30, 2011.

BACKGROUND / SUMMARY

PRIDE Industries operates the Highway 49 Dial-A-Ride and the South Placer Dial-A-Ride under contract with Placer County. The Highway 49 Dial-A-Ride provides demand response transit service in the Highway 49 corridor between Dry Creek Road and downtown Auburn. The service area is three quarters of a mile on both sides of the Placer County Transit (PCT) fixed route. The South Placer Dial-A-Ride provides 1) Dial-A-Ride service in the Loomis and Rocklin area; 2) Dial-A-Ride service in Granite Bay; and, 3) a deviated route shuttle on Taylor Road between Auburn and Sierra College. Dial-A-Ride meets requirements of the Americans with Disabilities Act (ADA).

The purpose of the contract amendment is to provide continuing dial-a-ride service until a competitive RFP process can be completed. An RFP will be issued that combines operations of both the Highway 49 Dial-A-Ride and the South Placer Dial-A-Ride. The RFP will also be coordinated with efforts to consolidate dial-a-ride call center functions with the City of Roseville. Work to define the call center has been ongoing over several months and involves the PCTPA and all of the local jurisdictions in Placer County. The scope of work and budget are nearly complete. The timeline for implementation is still not final. DPW will wait until the call center is better defined before releasing an RFP for dial-a-ride services.

The proposed charge from PRIDE Industries for both contracts in FY 2010/11 is \$933,785, a 1.8% increase over the current fiscal year. Their total charge per service hour will be \$56.60 which includes drivers, vehicle maintenance, reservations, dispatchers and administration. DPW believes this is a reasonable charge compared to other nearby contracted services and the County costs. All other contract provisions will remain the same as the original contract. In accordance with the Purchasing Policy Manual, Section 1.3(o), County policy allows for the renewal of a contract based on the satisfactory service and reasonable pricing from the vendor.

ENVIRONMENTAL

The project is statutorily exempt from CEQA pursuant to section 21080(b)(10), as it is a project to provide passenger service.

FISCAL IMPACT

The \$933,785 maximum cost of the Dial-A-Ride contracts for FY 2010/11 is included in the proposed PCT Budget for FY 2010/11. These Contracts are funded by City Contributions, County Transportation Development Act funds and FTA 5307 funds.

Attachments: Resolution

Copy of Final Amendments

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**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: ADOPT A RESOLUTION
AUTHORIZING THE DIRECTOR OF PUBLIC
WORKS TO EXECUTE AMENDMENT NO. 5,
CONTRACT NO. 20543 IN AN AMOUNT NOT
TO EXCEED \$367,861 FOR FISCAL YEAR
2010/11 AND AMENDMENT NO. 3, CONTRACT
NO. 12530 WITH PRIDE INDUSTRIES INC., IN
AN AMOUNT NOT TO EXCEED \$565,924 FOR
FISCAL YEAR 2010/11

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____

by the following vote:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chair, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board authorizes the Director of Public Works to execute Amendment No. 5, Contract No. 20543, with PRIDE Industries, Inc. in an amount not to exceed \$367,861 to operate Highway 49 Dial-A-Ride through June 30, 2011,

BE IT FURTHER RESOLVED that this Board authorizes the Director of Public Works to execute Amendment No. 3, Contract No. 12530, with PRIDE Industries, Inc. in an amount not to exceed \$565,924 to operate Highway 49 Dial-A-Ride through June 30, 2011.

Contract Amendment No. 5

Contract Number: 20543

Project Title: Highway 49 Dial-A-Ride Service

Description: Amendment of the service contract to extend the agreement for up to one additional year to June 30, 2011 and update price proposal not to exceed \$367,861.

This Contract Amendment No. 5 ("Amendment") is entered into by and between the County of Placer, hereinafter referred to as "COUNTY", and PRIDE Industries, hereinafter referred to as "CONTRACTOR", this ____ day of _____, 2010, and affects **EXHIBIT C, "PRICE PROPOSAL" and SECTION 2, "TERMS OF AGREEMENT"** of the original Contract #20543, dated August 14, 2004. The contract is hereby amended as follows:

Exhibit C
Highway 49 Dial-A-Ride
Price Proposal
July 1, 2010 through June 30, 2011

PRIDE Industries Contract Price		20010/11
Revenue Vehicle Hours +/- 10%		6,500
Fixed monthly Rate		\$8,576.21
Hourly Rate		\$36.38
Monthly Bus Cost		\$2,373.00
Annual Fixed Monthly Rate		\$102,914.52
Annual Hourly Rate		\$236,470.00
Annual monthly Bus Cost		\$28,476.00
Total Annual Cost		\$367,860.52

2. TERMS OF AGREEMENT

A. Initial Term

The initial term of this Agreement shall be from **July 1, 2009 through June 30, 2010**,

B. Extension Options:

This agreement may be extended upon the mutual agreement of the parties for successive periods of thirty (30) days not to exceed a total extension period of twelve (12) months without renegotiation of the rates of compensation as set forth herein. At least sixty (60) days prior to the completion of the initial term and any subsequent term, COUNTY shall notify CONTRACTOR in writing of its intent to extend the term of this agreement.

Except as modified by this Amendment, all other sections of the contract, exhibits, and amendments remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

"COUNTY"
COUNTY OF PLACER

"CONTRACTOR"
PRIDE Industries
A California Non-Profit

By: _____
Ken Grehm, Director
Dept. of Public Works

By: _____
Officer Signature (#1)
(Signature Notarized)

Date: _____

Date: _____

APPROVED AS TO FUNDS:

(Print Name and Title)

By: _____
Auditor, Placer County

By: _____
Officer Signature (#2)
(Signature Notarized)

Date: _____

APPROVED AS TO FORM:

(Print Name and Title)

By: _____
County Counsel, Placer County

Date: _____

Federal Employer ID Number

Contract Amendment No. 3

Contract Number: 12530

Project Title: South Placer Dial-A-Ride Service

Description: Amendment of the service contract to extend the agreement for up to one additional year to June 30, 2011 and update price proposal not to exceed \$565,924.

This Contract Amendment No. 3 ("Amendment") is entered into by and between the County of Placer, hereinafter referred to as "COUNTY", and PRIDE Industries, hereinafter referred to as "CONTRACTOR", this ____ day of _____, 2010, and affects **EXHIBIT B, "PRICE PROPOSAL" and SECTION 2, "TERMS OF AGREEMENT"** of the original Contract #12530, dated November 26, 2007. The contract is hereby amended as follows:

Exhibit B
South Placer Dial-A-Ride
Price Proposal
July 1, 2010 through June 30, 2011

PRIDE Industries Contract Price		20010/11
Revenue Vehicle Hours +/- 10%		10,000
Fixed monthly Rate		\$13,193.65
Hourly Rate		\$36.38
Monthly Bus Cost		\$3,650.00
Annual Fixed Monthly Rate		\$158,323.80
Annual Hourly Rate		\$363,800.00
Annual monthly Bus Cost		\$43,800.00
Total Annual Cost		\$565,923.80

2. TERMS OF AGREEMENT

A. Initial Term

The initial term of this Agreement shall be from **July 1, 2009** through and including **June 30, 2010**.

B. Extension Options:

This agreement may be extended upon the mutual agreement of the parties for successive periods of thirty (30) days not to exceed a total extension period of twelve (12) months without renegotiation of the rates of compensation as set forth herein. At least sixty (60) days prior to the completion of the initial term and any subsequent term, COUNTY shall notify CONTRACTOR in writing of its intent to extend the term of this agreement.

Except as modified by this Amendment, all other sections of the contract, exhibits, and amendments remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

“COUNTY”
COUNTY OF PLACER

“CONTRACTOR”
PRIDE Industries
A California Non-Profit

By: _____
Ken Grehm, Director
Dept. of Public Works

By: _____
Officer Signature (#1)
(Signature Notarized)

Date: _____

Date: _____

APPROVED AS TO FUNDS:

(Print Name and Title)

By: _____
Auditor, Placer County

By: _____
Officer Signature (#2)
(Signature Notarized)

Date: _____

APPROVED AS TO FORM:

(Print Name and Title)

By: _____
County Counsel, Placer County

Date: _____

Federal Employer ID Number