

**Meeting Date: 9/3/2013**

**Report Type:** Consent

**Report ID:** 2013-00636

**Title: Lower American River Salmonid Contract: Spawning Gravel Augmentation Project (G14000200)**

**Location:** Citywide

**Issue:** This Project will increase the availability of spawning gravel and rearing habitat for fall-run Chinook salmon and steelhead trout in the Lower American River; purchasing the required type of gravel from Teichert Aggregates is critical to the success of the project.

**Recommendation:** Pass a Motion 1) approving Sacramento County's Cooperative Purchase Agreement (#WA00026801) with Teichert Aggregates; and 2) authorizing the City Manager, or his designee, to use the agreement to purchase aggregate materials necessary for the Lower American River Salmonid Spawning Gravel Augmentation Project, for an amount not to exceed \$158,000.

**Contact:** Tom Gohring, Executive Director, (916) 808-1998, City-County Office of Metropolitan Water Planning

**Presenter:** None

**Department:** Community Support / Department of Utilities

**Division:** CCOMWP

**Dept ID:** 80004101

**Attachments:**

1-Description/Analysis

2-Background

3A-Agreement

3B-Agreement

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**City Attorney Review**

Approved as to Form

Joe Robinson

8/20/2013 12:08:15 PM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt

Russell Fehr

8/8/2013 10:21:30 AM

**Approvals/Acknowledgements**

Department Director or Designee: Tom Gohring - 8/15/2013 10:31:01 AM

## **Description/Analysis**

**Issue:** The CCOMWP has partnered with the U.S. Bureau of Reclamation, U.S. Fish and Wildlife (FWS), California Department of Fish and Game, and Sacramento County Regional Parks on the Lower American River Salmonid Spawning Gravel Augmentation Project (G14000200) (Project) since 2006. The purpose of the Project is to increase the availability of spawning gravel and rearing habitat for fall-run Chinook salmon and steelhead trout in the lower American River. This report requests approval to purchase gravel for the Project from Teichert Aggregates under Cooperative Purchase Agreement #WA00026801 with the County of Sacramento.

**Policy Considerations:** The recommendations in this report are in accordance with City Code Section 3.56.240 which authorizes the City Manager, where advantageous to the City, to utilize cooperative purchasing agreements approved by the City Council to purchase supplies or non-professional services through legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City. In November 2010, the City Council previously authorized use of the County agreement with Teichert Aggregates to purchase asphaltic concrete and aggregate materials for street projects (Resolution No. 2010-689).

This Project will aid fish habitat restoration efforts for the Lower American River which is consistent with goals of the Water Forum Agreement.

**Economic Impacts:** None.

## **Environmental Considerations:**

### **California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA):**

The Project is subject to review pursuant to both CEQA and NEPA. The Bureau of Reclamation is responsible for NEPA review. The Bureau prepared a Finding of No Significant Impact (FONSI) for the Project. The NEPA review process does not require action by the City.

The Project is exempt from CEQA review pursuant to CEQA Guidelines Section 15333, Small Restoration Projects. The project does not exceed five acres in size, will be undertaken for the purpose of restoring habitat for fish, would have no significant impact on endangered, rare or threatened species or their habitat, and would not otherwise result in any significant effects on the environment.

**Sustainability Considerations:** Implementation of the Project is consistent with the City of Sacramento's Sustainability Master Plan Goals:

Sustainability Goal No. 7: Parks, Open Space and Habitat Conservation is promoted by the second co-equal objective of the Water Forum Agreement “To preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River.”

**Commission/Committee Action:** None

**Rationale for Recommendation:** In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume purchasing. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program. The City has used both regional and national cooperative purchasing agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments and the Procurement Services Division to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City. The City of Sacramento has the opportunity to purchase the most ideal aggregate product for this project by making use of this Cooperative Purchasing Agreement.

**Financial Considerations:** This purchase has no impact on the City of Sacramento’s General Fund; the Habitat Management Element (HME) Fund 7104 will cover the initial cost and then be reimbursed on a quarterly basis by U.S. Fish and Wildlife Service grants. Funding for the HME Fund 7104 is provided by cost-sharing agreements between the City of Sacramento and County of Sacramento. Other purveyors with contracts for Central Valley Project (CVP) water also contribute to the HME in those years when they divert non-CVP water above their baseline.

On March 19, 2013, the Sacramento City Council authorized submittal of applications for U.S. Fish and Wildlife Service (USFWS’s) Central Valley Project Improvement Act [CVPIA-(b)(1)] Grant funds and for the U.S. Bureau of Reclamation Central Valley Project Improvement Act Title XXXIV [CVPIA-(b)(13)] (Grants); execution of grant related agreements; establishment of revenue and expenditure budgets as well as negotiations and documentation required for the grants in order to prepare for the work to be performed during the fall of 2013.

Since that time, funding agreement 2010-0694-5 in the amount of \$45,760 in grant funds has been fully executed. Additionally, funding agreement 2010-0694-6 in the amount of \$440,000 in grant funds was executed by the City Clerk on August 19, 2013

**Emerging Small Business Development (ESBD):** Teichert Construction has attained 36.0% ESBE participation.

**Background Information:**

The United States Bureau of Reclamation (Reclamation) operates facilities that regulate flows in the Lower American River, which contains populations of anadromous Chinook salmon and threatened steelhead trout. Flow regulation and stream channel manipulations have modified anadromous salmonid habitat in the American River. Specifically, gravel is regularly lost from spawning sites on the river because of the construction and operation of Central Valley Project dams, bank protection projects, and other actions that reduce the availability of spawning gravel and rearing habitat in the American River downstream of Nimbus Dam.

In 2006, Reclamation approached the CCOMWP, on behalf of the Sacramento Region Water Forum, to assist Reclamation and other project partners in carrying out the Lower American River Salmonid Spawning Gravel Augmentation Project. Assistance from the CCOMWP includes project planning, permitting, inter-agency coordination, and contracting. Pursuant to the Interagency Agreement that created the CCOMWP, the City's procedures are followed for all CCOMWP contracting activities. This is the sixth year of this project.

This Project is consistent with the goals of the Fisheries and Instream Habitat Plan, which is incorporated into the River Corridor Management Plan (RCMP). The RCMP is a coordinated approach to management of the lower American River that was developed and endorsed by 38 organizations and local governments in 2002, including the City of Sacramento. The RCMP serves as the implementation vehicle for the Habitat Management Element (HME) of the Water Forum Agreement, of which the City of Sacramento is a signatory. The HME implements one of the Agreement's co-equal objectives, which is to preserve the fishery, wildlife, recreational and aesthetic values of the Lower American River.

The successful completion of this year's work centers on the purchase of a particular gravel readily available from Teichert Aggregates.



Contract Term: The initial term shall be for one year. In order to promote efficiency and economy, the County reserves the right to extend the contract(s) awarded two (2) additional terms. Such extension(s) will be at the County's discretion, subject to established terms, conditions, prices, and agreement between the Contractor and the County.

Prices: The County shall receive prices equal to or better than the those given to Caltrans or offeror's most favored customers. Except for asphaltic products, prices quoted for the initial term shall be "firm" for the entire period. Price increases on any subsequent extension may not exceed the price increase to Caltrans or offer's most favored customers. For verification purposes, the County shall receive a copy of letters to Caltrans and to the offer's most favored customers, indicating the price increase and effective date. Conversely, shall there be a general decline in prices, such lower prices shall immediately be extended to the County.

Prices for asphaltic products shall be adjusted up or down according to the Statewide Paving Index on a prorated percent of asphalt content. The base month will be August, 2010. The index can be found on the Caltrans web site <http://www.dot.ca.gov/hq/construc/crudeoilindex/>

Prices quoted shall be at the seller's plant loaded in trucks provided by Sacramento County (except ready-mix concrete which shall be delivered to job site by the seller).

The County of Sacramento shall not be bound to purchase minimum quantities of any material.

Tax: Prices quoted by the seller shall not include any sales or use taxes. Furthermore, prices quoted shall be exclusive of federal excise tax. The County will provide a federal excise tax exemption certificate upon request.

Materials: All materials furnished shall be in accordance with the County of Sacramento, Public Works Agency, Standard Construction Specifications January 1, 2010. Providing materials not in compliance may result in immediate cancellation of contract.

All materials are subject to inspection and approval by the County Engineer. He or his authorized representatives shall have access at all times to the material stocks from which the County is supplied, and shall be furnished with every reasonable facility and assistance for ascertaining that the materials are in accordance with the requirements and intent of the specifications. The inspection of the materials does not relieve the seller of any obligation to furnish materials in accordance with the aforementioned standard construction specifications.

The seller shall immediately remove any rejected or condemned material brought to the work site or incorporated in the work, at his or her own expense. Rejected or condemned materials shall never again be offered to the County. Additionally, as a remedy, the County may deduct and retain the cost to replace the work from any sums due or to become due

to the seller.

Ordering Procedure:

The using department shall direct trucks to the plant where the County realizes the lowest overall total price per job, as follows:

- (1) Consider the total cost of materials: Sum of [quantity times the cost per ton for each product];
- (2) Consider the total cost for delivery: [Hauler's hourly rate times the time (hours:minutes) it takes the hauler to reach the job site from the seller's plant times] times [the number of trips required after factoring in tonnage capacity of trucks]; and
- (3) Add the total cost of materials with the total cost for delivery to determine overall price from the seller.
- (4) Repeat above steps 1-3 with other sellers stocking the materials required and who are located within close proximity of the job until a comparison can be made as to which seller offers the lowest overall total price.

Exceptions: The lowest overall total price may be rejected in favor of the next lowest overall total price when one or more of the following conditions occur:

- (1) Material does not meet specifications;
- (2) Material is needed right away and the seller does not have an adequate supply on hand; and
- (3) Seller's plant does not have sufficient equipment to load the trucks on a timely basis, for the quantities required.

Restrictions:

Orders for asphaltic concrete shall not exceed 3,000 tons for any single county construction project.

No single purchase of any one item shall exceed \$6,500 without the prior approval from County Purchasing.

Packing Slip: Each delivery must be accompanied with a legible packing slip, showing quantities, item descriptions, contract number and contract shipping order number (CSO.#).

Weighmaster's Tag: A copy of the weighmaster's tag shall accompany invoices to verify the material charges. Weighmaster's tag shall indicate the "ship to" address (entity placing the order).

Safety Requirement: All services and merchandise must comply with current safety orders of the California Department of Industrial Relations and CAL/O.S.H.A. (California/Occupational Safety and Health Administration).



Hazardous Materials: All materials subject to the requirements of the California Code of Regulations, Title 8, Article 110, Sections 5194 must be identified.

Material Safety Data Sheet: It is required by law that all hazardous materials be accompanied with a "material safety data sheet" (MSDS) at time of delivery.

Changes: Should the County at any time during the term of the contract, request any additions, deletions or corrections, it shall be at liberty to do so, and the same shall in no way affect or make void this agreement, but will be added to or deducted from, as the case may be, by a fair and reasonable valuation.

Estimated Quantities: The quantities listed are estimates for the year. The County does not guarantee to purchase a minimum quantity.

Unrestricted Quantities: The County is not limited to purchase all of its requirements from any contract resulting from this RFB/award.

Indemnification: The Contractor shall indemnify, defend and hold harmless County, its officers, agents, employees, and representatives, from and against any and all claims, losses, liabilities, or damages, demands and action including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of the contractor, its officers, agents, employees, representatives, or anyone directly or indirectly acting on behalf of the contractor, regardless of whether caused in part by a party indemnified hereunder.

Non-assignment: Contractor shall neither assign nor subcontract any of the services required hereunder without prior approval from the County. It shall be agreed that any subcontracting shall be solely between the Contractor and the subcontractor. Contractor shall remain responsible for the performance on the contract, and the party dealing directly with the County.

Integration Clause: This contract constitutes the entire contract between the County and the contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between the County and the contractor regarding the subject matter of this contract are hereby terminated effective immediately upon full execution of this contract. No modification or amendment to this contract shall be valid unless it is set forth in writing and is signed by the parties hereto.

Compliance with all Laws: Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed with the state of California and construed with and governed by the laws of the state of California.

Invoicing: For payment purposes, the vendor shall obtain a "contract shipping order number (CSO#)" from the county customer for each separate

order/ invoicing. These are individually numbered for control purposes, and each separate order/invoicing will require an unique CSO# to be issued to the vendor by the county customer.

Prepare invoices in duplicate. Include both the CSO# and Contract#. Send the original and duplicate copies of invoices to the ordering department's "bill to" address.

Invoices are to be rendered in arrears.

Each invoice shall be accompanied by one copy of each weighmaster's tag represented by charges on the invoice. Each tag shall indicate the destination of the material

Termination:

A. County may terminate any resulting agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. County may terminate any resulting agreement for cause immediately upon giving written notice to contractor, should contractor materially fail to perform any of the covenants contained in this agreement in the time and/or manner specified. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If notice of termination for cause is given by County to contractor and it is later determined that contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (a) above.

C. County may terminate or amend any resulting agreement immediately upon giving written notice to contractor, 1) if advised that funds are not available from external sources for this agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in County's yearly proposed and/or final budget are not appropriated by County for this agreement or any portion thereof; or 4) if funds that were previously appropriated for this agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

D. If any resulting agreement is terminated under paragraph A or C above, contractor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph a or c above, contractor shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of contractor covered by this agreement, less payments of compensation previously made. In no event, however, shall County pay contractor an amount which exceeds a pro rata portion of the agreement total based on

the portion of the agreement term that has elapsed on the effective date of the termination.

E. Contractor shall not incur any expenses under any resulting agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that contractor can legally cancel.

Public Agency Participation: It is intended that any other public agency including those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation. The County of Sacramento shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation.

\*\*\* Validity period changed \*\*\*  
\*\*\* Text changed \*\*\*



# Quote

Bill To: 204054 - City of Sacramento  
 The Water Forum - ATTN: Lily Allen  
 Sacramento, CA 95816

Contact: Lily Allen  
 Phone: 916-808-1997  
 Fax:  
 P.O. #:

Project: The Water Forum - Spawning Rock  
 Rod Beaudry Drive – American River (per Google Map)

**Quote #:** 163379  
**Quote Date:** 08/14/2013  
**Quote Expires:** 09/14/2013  
**Bid Date:** 08/14/2013  
**Sales Rep:** Jennifer Pasquetti  
**Phone:** 916-768-8847  
**Fax:** 916-379-0571

**ORIGINAL QUOTE DATED 1/9/13; UPDATED QUOTE 8/14/13**

To insure correct pricing on your bill, notify the sales representative on this quote prior to purchasing materials for this project.

**Under the City of Sacramento Account # 204054.**

**3/8" PG is subject to the following terms:**

3/8" PG is not guaranteed to meet any particular spec. Customer's approval is required prior to purchase or delivery .

**LOAD OUT PROCEDURE TO BE DETERMINED.**

This Haul rate allows for 15 minutes on job site to get through gate and to dump load. Any time over 15 minutes will be charged @ \$1.50 per minute.

**Overtime fee assessed during the work week after stated business hours:**

Asphalt and Aggregate: A flat fee of \$200.00/hour will be assessed for the first 2 hours past the stated business hours. After 2 hours, the overtime fee will increase to \$500.00/hour.

**Overtime fees: Special Openings, Saturdays and Night Load Out:**

We request notice before noon the previous working day when requesting special opening .

**Saturday's, Night and Special Openings:** A fee of \$200.00/hour (with a 4 hour minimum and a 400 ton minimum). An additional fee of \$500.00 will be assessed if the minimum 400 tons is not achieved. The hourly fee assessed increases to \$500.00/hour after 8 hours.

**We are closed Sundays.** In the event a Sunday opening is needed, a charge of \$600.00/hour will be assessed (with an 8 hour minimum and a 400 ton minimum). An additional fee of \$1,500.00 will be assessed if the 400 ton minimum is not achieved.

Estimated Quantity	UM	Description	Plant	Product Code	Haul	Material	Billing
0.00	Tons	1" X #4 CA	Perkins Aggregate	1003	5.80	12.00	17.80
0.00	Tons	3/4" X #4 CA	Perkins Aggregate	1004	5.80	12.00	17.80
10,000.00	Tons	3/8" PG	Perkins Aggregate	1005	5.80	10.00	15.80
0.00	Tons	3" MINUS ROCK	Perkins Aggregate	1752	5.80	12.00	17.80



Bill To: 204054 - City of Sacramento  
The Water Forum - ATTN: Lily Allen  
Sacramento, CA 95816

Contact: Lily Allen  
Phone: 916-808-1997  
Fax:  
P.O. #:

Project: The Water Forum - Spawning Rock  
Rod Beaudry Drive – American River (per Google Map)

**Quote #:** 163379  
Quote Date: 08/14/2013  
Quote Expires: 09/14/2013  
Bid Date: 08/14/2013  
Sales Rep: Jennifer Pasquetti  
Phone: 916-768-8847  
Fax: 916-379-0571

Estimated Quantity	UM	Description	Plant	Product Code	Haul	Material	Billing
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**\*\*\*\*\*IMPORTANT CHANGE EFFECTIVE 4/1/2013\*\*\*\*\***

Vernalis Plant:

Effective 4/1/2013 all products quoted from the Vernalis Plant are subject to an additional fee for the Hwy 132 and Bird Rd. Interchange of \$.43 a ton.  
This fee is subject to change annually.

All Locations:

Effective 4/1/2013 an Environmental fee of \$3.00 a load will be assessed on all aggregate and asphalt sales at all locations.

\* All prices are quoted on a job by job basis, in U.S. Standard Tons, F.O.B. plant, and are based on scale weights; no reduction for moisture. When properly sampled at our plant, and tested in accordance with the appropriate AASHTO, ASTM or Caltrans method, the products will meet the specifications provided to us.

A discount of 1% per ton for aggregate and 1.5% per ton for asphaltic concrete materials is applicable with payment 10th prox, per Teichert's Credit Agreement, plus tax. All materials are subject to availability. Normal plant operating hours are Monday thru Friday, 7:00am to 4:00pm for aggregate materials and 7:00am to 3:30pm for asphaltic concrete materials. Plant hours are subject to seasonal changes.

This quotation is specific to the Contractor and the project referenced above. The offer to sell these materials is contingent upon the Contractor completing and signing Teichert's Credit Application and Agreement, approval of Contractor's credit by Teichert's Credit Department, and acceptance of terms contained in this quotation. If Teichert elects not to sell these materials to the Contractor on a credit basis, Teichert may either: (1) cancel this quotation; or (2) sell to the Contractor on a cash delivery (COD) basis.

Import material shall consist of (but not limited to) clean (containing no hazardous materials, chemicals, organic materials, plastic, or rubber) concrete, asphalt, stone, stone counter tops, porcelain, brick, cement roof tile and general inert material. Not accepted at all plants. All loads subject to inspection.

All quoted prices are subject to change without notice until Customer's order has been received and accepted in writing by Teichert. All quoted prices automatically expire 30 days after the date of the quotation unless Customer's order has been received and accepted in writing by Teichert before that time. After Teichert accepts Customer's order in writing, the agreed prices will remain fixed and valid, subject to any applicable oil price indexing provisions of the contract documents. Provided however, whether or not oil price indexing provisions apply, if in any instance, Teichert's cost for asphalt oil or Teichert's energy cost (cost for natural gas, propane, electricity) increase more than 10%, or Teichert's combined material, delivery and/or other costs of performance increase by more than 15%, then Teichert reserves the right to adjust the agreed prices for all remaining deliveries in an amount sufficient to cover these increased costs.

# 2013 River Bend Park Gravel Augmentation

## Channel Restoration Sites

- Side Channel Connectivity
- Main Channel Gravel Augmentation
- Side Channel Augmentation

## Road Type

- Consolidated Gravel Road
- Constructed Consolidated Gravel Road

0.25 miles

900 feet



14 0 14

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community