

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



**ITEM
12.1
(ID # 2809)**

MEETING DATE:
Tuesday, December 13, 2016

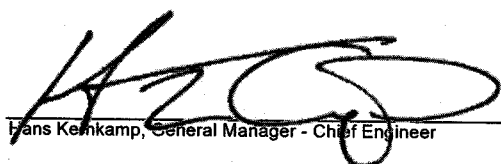
FROM : Flood and DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve Amendment No. 2 to the Agreement for crushed rock with FST Sand & Gravel, Inc. and Amendment No. 1 with West Coast Sand & Gravel, Inc. for 5 years; All Districts [\$2,005,000] 75.3% Department of Waste Resources Enterprise Funds, 24.7% Flood Control District Budget.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Amendment No. 2 for crushed rock with FST Sand & Gravel, Inc. to increase the Agreement from a one-time purchase of \$177,846 to a \$331,000 annually renewable agreement for 5 years; and,
2. Approve and execute Amendment No. 1 for crushed rock with West Coast Sand & Gravel, Inc. to increase the Agreement by \$40,000 from \$30,000 to \$70,000 annually for 5 years; and,
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 10% annually; and,
4. Authorize the Purchasing Agent to shift funds, as needed, among the awarded vendors while staying within the combined aggregate of \$2,005,000 through December 2020.

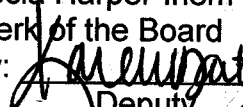
ACTION: Policy


Hans Kemkamp, General Manager - Chief Engineer 11/21/2016

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione Washington and Ashley
Nays: None
Absent: Benoit
Date: December 13, 2016
xc: Waste, Flood, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

BACKGROUND:

Summary

The Department of Waste Resources (DWR) and Flood Control and Water Conservation District (Flood Control) require crushed rock in various applications, including use as a road base, wet weather pad preparation, gas well insulation, to affect repairs resulting from storm damage and/or to facilitate the construction of drainage channels, storm drains, basins, dams, and levees.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 401,000	\$ 401,000	\$ 2,005,000	\$ 401,000
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: Waste Resources Enterprise \$302,000; Flood Control District \$99,000			Budget Adjustment:	No
			For Fiscal Year:	16/17-20/21

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary (continued)

The establishment of a multi-year purchase agreement with a contractor capable of providing low cost rocks and reliable deliveries will be beneficial to the DWR and Flood Control (Departments) for ongoing maintenance and during emergency operations as it hedges against the risk of fluctuating pricing, and streamlines the procurement process. The multi-year purchase agreement does not obligate the Departments to any minimum purchase requirement.

Impact on Citizens and Businesses

There are no known negative externalities passed onto local communities as this procurement improves the safety and operation of public facilities to benefit both citizens and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

Estimated costs are based on historical and projected usage. The aggregate amount and annual 10% contingency is being requested in case extra rock is needed for emergencies, and if within the next 5 years another El Nino event is forecast.

Contract History and Price Reasonableness

Flood Control issued a bid solicitation, RFQ FCARC-090, in 2014 for coarse aggregate and rip-rap for Flood Control projects, and it resulted in no responses. In 2015, DWR issued a bid, RFQ WMARC-287, for crushed rock for the Badlands County landfill in Moreno Valley and awarded to the lowest responsive responsible bidder, FST Sand & Gravel, on October 6, 2015. DWR issued a subsequent bid solicitation, RFQ WMARC-293, for all types of rock anticipated to be

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needed for landfill maintenance over the next five (5) years. A total of six (6) vendors responded to the RFQ. In January 2016 an agreement was established with FST Sand & Gravel (Contract ID WMARC-75035-001-12/21) for an amount not to exceed \$141,723 to cover the immediate need for rock at the Lamb Canyon landfill in Beaumont. This amount was increased by \$36,122 to \$177,846 through Amendment No. 1 for additional rock needed for the same project and another project at the Badlands County landfill in Moreno Valley.

A secondary vendor, West Coast Sand & Gravel, Inc., was the lowest, most responsive responsible bidder for a specific class of rock (Class III), and a separate agreement not to exceed \$30,000 annually was established.

In collaboration with TLMA, and Flood Control, pricing was requested from FST Sand & Gravel and West Coast Sand & Gravel to include delivery costs for additional ship-to locations, and West Coast Sand & Gravel's costs were lower to certain locations for a greater variety of rock types. TLMA asked to be removed from this F11 because they utilize a completely different type of rock, a fine aggregate called chip rock used in seal coating to protect asphalt. TLMA has a contract for seal coat chips with Chandler Aggregates in Corona good through June 30, 2017.

Because transportation services associated with rock purchases are expected to exceed \$100,000, approval of the proposed contract amendments is being presented to the Board per California Government Code Section 25502.5, which states the purchasing agent may only engage independent contractors to perform services for the county, with or without the furnishing of material, when the annual aggregate cost does not exceed \$100,000.

Until now, informal quotes have been obtained from vendors nearest to the work site where the rock is needed and service awarded to the overall lowest bidder (material, transportation, and other fees). This practice will continue if it is in the best interest of the County. FST is based in Corona, and West Coast in Thermal, and between these two vendors, it is expected that rock can be delivered to all needed locations at reasonable rates.


Lisa Brandl, Director of Purchasing and Fleet Services

11/29/2016


Alisa Young, Executive Assistant, County Counsel

12/1/2016

COUNTY OF RIVERSIDE
 AMENDMENT NO. 1 TO THE AGREEMENT WITH
 WEST COAST SAND & GRAVEL, INC.

Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you

Original Contract Term: February 10, 2016 through December 31, 2017
 Effective Date of Amendment: December 6, 2016
 Original Maximum Contract Amount: \$30,000
 Amended Annual Maximum Contract Amount: \$70,000
 Contract ID: WMARC-75035-002-12/21

The Agreement between County of Riverside (COUNTY) and WEST COAST SAND & GRAVEL, INC. (CONTRACTOR), entered into as of 10th February 2016 is amended as follows:

- Section 3 Compensation:** Delete the second sentence in its entirety and replace with the following:
 Maximum payment by COUNTY to CONTRACTOR shall not exceed seventy thousand dollars (\$70,000) annually including all expenses based on the availability of fiscal funding.

- Exhibit A (Scope of Service) Section 1 (Materials):** Add the following:

1 1/2" Clean Unwashed Crushed Rock free of fines (Taxable)
1 1/2" Crushed Rock Base (Taxable)
2"-4" Clean Unwashed Crushed Rock free of fines (Taxable)
3" Minus Crushed Rock Base (Taxable)
3"-6" Crushed Rock (Taxable)
1/2" Maximum Washed Gravel (Taxable)
MCB - Miscellaneous Crushed Base (Taxable)
Class II Base (Taxable)

- Exhibit A (Scope of Service) Section 3 (Delivery address):** Add the following:
 Additional delivery locations for Flood Control District to be provided at time of order. Order will also contain invoice remittance address.

- Section 3.3 Compensation and Exhibit A (Scope of Service) Section 5 (Invoicing):**
 Add the following:

or
Riverside County Flood Control
Attn: Accounts Payable
1995 Market Street
Riverside, Ca 92501

- Exhibit B (Payment Provisions):** Add the following:

DESCRIPTION	UNIT	PRICE
1 1/2" Clean Unwashed Crushed Rock free of fines (Taxable)	Ton	\$ 9.00
1 1/2" Crushed Rock Base (Taxable)	Ton	\$ 9.00
2"-4" Clean Unwashed Crushed Rock free of fines (Taxable)	Ton	\$ 12.00
3" Minus Crushed Rock Base (Taxable)	Ton	\$ 9.00
3"-6" Crushed Rock (Taxable)	Ton	\$ 12.00
1/2" Maximum Washed Gravel (Taxable)	Ton	\$ 9.00
MCB - Miscellaneous Crushed Base (Taxable)	Ton	\$ 4.00

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**COUNTY OF RIVERSIDE
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WEST COAST SAND & GRAVEL, INC**

Class II Base (Taxable)	Ton	\$ 5.00
Transportation to Temecula, CA (Flood)	Ton	\$ 20.00 to \$ 25.00
Transportation to Palm Springs, CA (Flood)	Ton	\$ 7.00 to \$ 12.00
Transportation to Corona, CA (Flood)	Ton	\$ 18.50 to \$ 23.50
Transportation to Wildomar, CA (Flood)	Ton	\$ 19.50 to \$ 24.50
Transportation to Riverside, CA (Flood)	Ton	\$ 16.50 to \$ 21.50
Transportation to Banning, CA (Flood)	Ton	\$ 11.50 to \$ 16.50
Transportation to Menifee, CA (Flood)	Ton	\$ 17.50 to \$ 22.50
Transportation to San Jacinto, CA (Flood)	Ton	\$ 14.00 to \$ 19.00

Exact transportation cost will be provided to Flood Control at time of order based on final delivery location.

All other terms and conditions of the Agreement not modified herein shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: *John J. Benoit*
John J. Benoit, Chairman
Board of Supervisors
Dated: DEC 13 2016

WEST COAST SAND & GRAVEL, INC.

By: *Daniel C. Resnault*
Name: Daniel, C. Resnault
Title: CEO
Dated: 11/2/17

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: *Neal Kipnis* 11/3/16
Neal Kipnis,
Deputy County Counsel

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT
FST SAND & GRAVEL, INC

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Original Contract Term:	One-time purchase
Contract Term Extended To:	December 31, 2020
Effective Date of Amendment:	December 6, 2016
Original Maximum Contract Amount:	\$177,846.45
Amended Annual Maximum Contract Amount:	\$331,000
Contract ID:	WMARC-75035-001-12/21

The Agreement between County of Riverside (COUNTY) and FST SAND & GRAVEL, INC. (CONTRACTOR), entered into as of 11th January 2016 is amended as follows:

- Section 2 Period of Performance** is deleted in its entirety and replaced with the following:
This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2020, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.
- Section 3 Compensation:** Delete the second sentence in its entirety and replace with the following:
Maximum payment by COUNTY to CONTRACTOR shall not exceed three hundred thirty one thousand dollars (\$331,000) annually including all expenses based on the availability of fiscal funding.
- Exhibit A (Scope of Service) Section 3 Delivery address:** Add the following:
Additional delivery locations for Flood Control District to be provided at time of order. Order will also contain invoice remittance address.
- Section 3.3 Compensation and Exhibit A (Scope of Service) Section 5 Invoicing:** Add the following:
or
*Riverside County Flood Control
Attn: Accounts Payable
1995 Market Street
Riverside, Ca 92501*
- Exhibit B (Payment Provisions):** Add the following:

DESCRIPTION	UNIT	PRICE
Transportation to Temecula, CA (Flood)	Ton	\$ 9.60
Transportation to Palm Springs, CA (Flood)	Ton	\$ 19.20
Transportation to Corona, CA (Flood)	Ton	\$ 4.50
Transportation to Wildomar, CA (Flood)	Ton	\$ 8.64
Transportation to Riverside, CA (Flood)	Ton	\$ 5.95
Transportation to Banning, CA (Flood)	Ton	\$ 10.70
Transportation to Menifee, CA (Flood)	Ton	\$ 7.95
Transportation to San Jacinto, CA (Flood)	Ton	\$ 10.50

All other terms and conditions of the Agreement not modified herein shall remain unchanged.

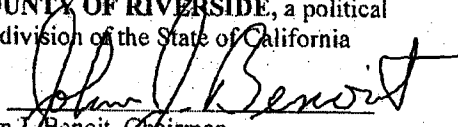
[SIGNATURES ON NEXT PAGE]

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COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT WITH
FST SAND & GRAVEL, INC

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
John J. Benoit, Chairman
Board of Supervisors
Dated DEC 13 2016

FST SAND & GRAVEL, INC.

By: 
Name: FRANCES MARTINEZ
Title: SALES - CUST SERVICE
Dated: 1-12-2017

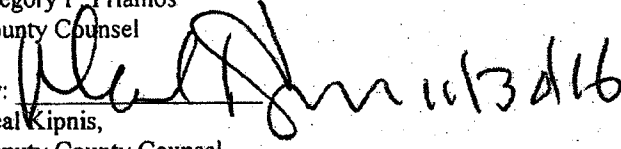
ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Neal Kipnis,
Deputy County Counsel