



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

March 21, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MEDIAN AND LANDSCAPE MAINTENANCE -
MONTELLANO SLOPE
SUPERVISORIAL DISTRICT 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the landscape and grounds maintenance services for Montellano Slope located in the San Gabriel Valley can be more economically performed by an independent contractor than by County employees.
2. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).
3. Award a contract for "Median and Landscape Maintenance - Montellano Slope" to Midori Gardens, Inc., located in Santa Ana, California, effective 30 days following Board approval, for a two-year period, with three 1-year options not to exceed a total contract period of five years.
4. Instruct the Chairman to sign the contract.
5. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
6. Authorize Public Works to encumber an annual not-to-exceed amount of \$16,074 representing the estimated cost of this service based on the unit

prices submitted by the contractor, plus 15 percent for additional unforeseen landscaping and grounds maintenance services beyond the contemplated scope of this contract.

7. Delegate authority to the Director of Public Works to renew this contract for the three 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to award a contract to provide landscape and grounds maintenance services at Montellano Slope located in the San Gabriel Valley. The contractor will provide these services in accordance with the tasks and frequencies as described in the contract's specifications and conditions.

Implementation of Strategic Plan Goals

This contract meets the County's Strategic Plan Goals of Fiscal Responsibility and Organizational Effectiveness. This contract will improve operations through the utilization of the contractor's expertise to effectively provide this service in a timely and cost-effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The contract's annual amount is \$16,074 plus 15 percent for additional unforeseen landscaping and grounds maintenance services beyond the contemplated scope of this contract. These additional funds provide for additional landscaping and grounds maintenance services identified by the County during the contract term. These additional funds will not be expended without the authorization of the Director of Public Works.

Public Works has calculated the cost effectiveness of contracting for these landscaping and grounds maintenance services. Based on these cost calculations, Public Works has determined that these services can be more economically performed by an independent contractor than by County employees. A savings of around \$2,369 will be realized by Public Works annually. The Auditor-Controller has reviewed and approved these calculations.

This contract will commence 30 days following Board approval for a period of two years. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period of five years. In any event, this contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the contractor.

Funds are included in Public Works' 2001-02 budget to cover the cost of this contract. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These services are being contracted in accordance with procedures authorized under the provisions of County Chapter Section 44.7, Part 3, Chapter 2.121.250 through 2.121.420, Title 2, of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Public Works has evaluated and determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

This contract has been properly executed by the contractor and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, the type of services to be provided are categorically exempt as specified in Class 1 (j) and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On August 2, 2001, Public Works solicited proposals from 521 independent contractors and community business organizations to accomplish these services. Also, notice of proposal availability was placed on the Office of Small Business' Internet website and an advertisement was placed in the Los Angeles Times.

On August 30, 2001, four proposals were received. Subsequently, two proposers requested that their proposals be withdrawn from consideration. The remaining two proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals. Having met those requirements, they were then evaluated by an evaluation committee consisting of departmental staff. The committee's evaluation was based on criteria described in the solicitation document which included proposed fee, performance history, technical competence, and approach to the work. Based on this evaluation, it is recommended that this contract be awarded to Midori Gardens, Inc., located in Santa Ana, California, who was found to be the most responsive and lowest cost proposer to perform the required service.

Enclosure A reflects each of the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains recent Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN Program participants should the contractor require additional or replacement personnel, contractor notifying their current and new employees regarding the Federal-earned income tax credit, and contractor responsibility and debarment.

Public Works has confirmed that the Child Support Services Department has received the Contractor's Principal Owners Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and any negative experiences with County contracts.

The required Comprehensive General and Automobile Liability insurance certifications naming the County as additional insured, and evidence of Workers' Compensation insurance have been obtained from the contractor.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that the activities conducted by the contractor in the past has been according to reasonable standards of safety.

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In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or dates.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please have the original of this contract and one copy signed by the Chairman. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 4

cc: Auditor-Controller (DeWitt Roberts [w/o enc.])
Chief Administrative Office
County Counsel
Office of Affirmative Action Compliance (Robert Valdez)

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THIS AGREEMENT, made and entered into as of this _____ day of _____, 2002,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY,"

AND

MIDORI GARDENS, INC., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 30th day of August 2001, hereby agrees to provide landscape and grounds maintenance services to the area known as Montellano Slope located within the San Gabriel Valley, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Median and Landscape Maintenance - Montellano Slope."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of landscape and grounds maintenance services, and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission, an annual amount not to exceed \$16,074 or such greater sum as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to perform landscape and grounds maintenance services to Montellano Slope to meet the County's requirements.

FIFTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of
the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

MIDORI GARDENS, INC.

By _____
Its President

By _____
Its Secretary