



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 6, 2003

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:

**MAINTENANCE PROGRAM FOR BUS SHELTERS,  
BUS BENCHES, AND TRASH RECEPTACLES  
AT DESIGNATED TRANSIT STOPS IN THE  
UNINCORPORATED NORTH AND SOUTH AREAS  
OF THE COUNTY OF LOS ANGELES  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award the contracts for "Maintenance Program for Bus Shelters, Bus Benches, and Trash Receptacles at Designated Transit Stops in the Unincorporated North Area of the County of Los Angeles" and "Maintenance Program for Bus Shelters, Bus Benches, and Trash Receptacles at Designated Transit Stops in the Unincorporated South Area of the County of Los Angeles" to ShelterCLEAN, Inc., located in Burbank, California. These contracts will be for an initial period of three years commencing upon Board approval with two 1-year renewal options not to exceed a total of five years.

4. Authorize the contractor to proceed with the work in accordance with the contracts' specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber and disburse an annual amount not to exceed \$1,027,923.10 (\$889,546.90 for the South Area and \$138,376.20 for the North Area) per year during the initial three-year term and two optional extension years, plus an additional 25 percent of these annual amounts to cover anticipated expansion of transit shelters, plus additional amounts in each option year to cover cost of living adjustments, if any. Funds are available in the Transit Enterprise Fund administered by Public Works for Fiscal Year 2002-03.
6. Delegate authority to the Director of Public Works to renew these contracts for the renewal options, if, in the opinion of the Director, renewal is warranted.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Public Works requires maintenance and trash collection services at designated transit stops throughout the unincorporated North and South Areas of the County of Los Angeles. These are new services being provided by the County. The work to be accomplished includes the maintenance of bus shelters, solar panels and associated apparatus, and bus stop benches, as well as the collection, transportation, and disposal of waste from transit stop trash receptacles at transit stops.

Public Works also anticipates that in Fiscal Year 2003-04, we will install approximately 70 nonadvertising shelters in the Fifth Supervisorial District and possibly some nonadvertising benches in the Second Supervisorial District. Furthermore, we may be asked, under the Clean Water Act, to collect trash and maintain trash receptacles at transit stops in the Los Angeles River Watershed.

The 2001 Municipal National Pollutant Discharge Elimination System (NPDES) permit Part 4.F.5.(c).(3), which is required under the Federal Clean Water Act, requires the County to prevent debris and trash from entering into the storm drain system. As part of this permit, Public Works is required to purchase, install, and maintain trash receptacles at all transit stops in the unincorporated areas of the County. At this time, the NPDES requirement applies only to four of the six watersheds in the County but may be extended to the Los Angeles River Watershed next fiscal year. Ballona Creek Watershed maybe added in subsequent years.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goals of Fiscal Responsibility, Organizational Effectiveness, and Children and Families' Well Being. These contracts will improve internal operations through the utilization of this contractor's expertise to effectively provide these services in a timely, responsive, and cost-effective manner, as well as improve the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

These contracts are for an annual amount not to exceed \$1,027,923.10 and will commence upon Board approval for an initial period of three years. During the initial three-year term, annual contract payments for the North County Area may not exceed \$105,097.20 for maintenance and trash collection services and \$33,279 for as-needed replacement, removal, and relocation of transit stop amenities, for a total amount of \$138,376.20. The South County annual contract payments may not exceed \$724,474.40 for maintenance and trash collection services and \$165,072.50 for as-needed replacement, removal, and relocation services, for a total amount of \$889,546.90.

These annual sums may be increased at the Director's discretion by up to 25 percent to cover the cost of maintenance and trash collection at anticipated (and unanticipated) new transit stops and the removal, relocation, and replacement of existing amenities based on the contractor's unit prices. Furthermore, the contractor may receive cost of living adjustments in each option year in accordance with the County's policy established by the Chief Administrative Office.

With your Board's delegated authority, the Director may renew these contracts from year to year for a total contract period not to exceed five years. In any event, these contracts may be cancelled or terminated together or individually at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

The "Maintenance Program for Bus Shelters, Bus Benches, and Trash Receptacles at Designated Transit Stops in the Unincorporated North Area of the County of Los Angeles" and "Maintenance Program for Bus Shelters, Bus Benches, and Trash Receptacles at Designated Transit Stops in the Unincorporated South Area of the County of Los Angeles" will be financed from all five Supervisorial Districts' allocations of Proposition A Local Return Transit Funds available in the Transit Enterprise Fund administered by Public Works for Fiscal Year 2002-03. The Los Angeles County Metropolitan Transportation Authority has approved this project as eligible for Proposition A Local Return Transit funding. There will be no impact on net County cost.

Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, Public Works had determined that these services can be more economically performed by an independent contractor than by County employees. The Auditor-Controller has reviewed and approved these calculations.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contractor has properly executed the contracts and County Counsel has approved them as to form.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) 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 these services a living wage.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from CEQA as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

### **CONTRACTING PROCESS**

On October 31, 2002, Public Works solicited proposals from 361 independent contractors and community business organizations to accomplish these works. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On November 27, 2002, one proposal was received for each area from the same proposer. These proposals were first reviewed to ensure they met the mandatory requirements outlined in the Requests for Proposals (RFPs). Both proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFPs which included experience, work plan of action/approach/staffing, references, financial resources, and price. Based on this evaluation, Public Works is recommending that these contracts be awarded to ShelterCLEAN, Inc., located in Burbank, California, which was found to be

a responsive and responsible proposer who can provide these services at a reasonable price.

Public Works 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. Our review found no reported claims.

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

These contracts contain Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and nonpayment for services received after expiration or termination of the contracts.

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

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

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

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 each contract's approved amount, scope of work, and/or terms.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees, as these services are for a newly created program.

The Honorable Board of Supervisors  
March 6, 2003  
Page 6

**CONCLUSION**

Please have the original and one copy of each of these contracts signed by the Chair. Please return the signed copies for the contractor to Public Works, together with the conformed copies for Public Works' file. The fully executed originals 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. 8

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

## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, 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 SHELTERCLEAN, INC., a California corporation, hereinafter referred to as "CONTRACTOR."

## W I T N E S S E T H

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 27th day of November, 2002, hereby agrees to provide maintenance and trash collection services throughout the unincorporated northern portion of the County to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Maintenance Program for Bus Shelters, Bus Benches, and Trash Receptacles at Designated Transit Stops in the Unincorporated North Area of the County of Los Angeles."

SECOND: The Contract Specifications, the Contractor's Proposal, negotiated documents, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals; 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 the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed \$105,097.20 for the maintenance of bus shelters and amenities, bus benches, solar powered lighting and apparatus, and trash receptacles, as well as for the collection, transportation, and disposal of waste; plus an annual amount not to exceed \$33,279 for as-needed replacement, relocation, and removal of bus shelters and amenities, bus benches, solar powered lighting and apparatus, and trash receptacles; or, such greater amounts as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

FIFTH: In the event that 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: Notwithstanding any other provision, the County and the Contractor agree that should the County request and the Contractor provide additional services, the Contractor's compensation shall be in accordance with the number of additional units serviced at the unit prices quoted in the Schedule of Prices, Part I, Section 6.





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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 Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, 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

SHELTERCLEAN, INC.,  
a California corporation

By \_\_\_\_\_  
Sandra Williams, Vice President

## A G R E E M E N T

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## W I T N E S S E T H

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 27th day of November, 2002, hereby agrees to provide maintenance and trash collection services throughout the unincorporated southern portion of the County to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Maintenance Program for Bus Shelters, Bus Benches, and Trash Receptacles at Designated Transit Stops in the Unincorporated South Area of the County of Los Angeles."

SECOND: The Contract Specifications, the Contractor's Proposal, negotiated documents, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals; 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 the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed \$724,474.40 for the maintenance of bus shelters and amenities, bus benches, solar powered lighting and apparatus, and trash receptacles, as well as for the collection, transportation, and disposal of waste; plus an annual amount not to exceed \$165,072.50 for as-needed replacement, relocation, and removal of bus shelters and amenities, bus benches, solar powered lighting and apparatus, and trash receptacles; or, such greater amounts as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

FIFTH: In the event that 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: Notwithstanding any other provision, the County and the Contractor agree that should the County request and the Contractor provide additional services, the Contractor's compensation shall be in accordance with the number of additional units serviced at the unit prices quoted in the Schedule of Prices, Part I, Section 6.



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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 Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, 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

SHELTERCLEAN, INC.,  
a California corporation

By \_\_\_\_\_  
Sandra Williams, Vice President