



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**  
**73221**  
**Amendment 4**

May 25, 2006

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:

**ROAD MAINTENANCE DISTRICT 3 MEDIANS –  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
SUPERVISORIAL DISTRICTS 2 AND 4  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service continues to be more economically performed by an independent contractor than by County employees.
3. Approve amendment of Contract No. 73221 with Tony Moon, an individual, d.b.a. Far East Landscape and Maintenance Company, located in Mission Hills, California, for landscape maintenance services to enable this contract to continue on a month-to-month basis for up to six months, starting July 9, 2006, while Public Works completes the solicitation process for a replacement contract.
4. Approve supplementing the Road Maintenance District 3 Medians – Landscape and Grounds Maintenance Services contract by \$52,705.50, one-half of the annual contract amount, for the six-month period. Funds are available in Public Works' 2006-07 Road Fund budget.

5. Delegate authority to the Director of Public Works to expend up to an additional 15 percent of the above amount for unforeseen landscape maintenance services that may be required within the scope of work of the contract.
6. Instruct the Mayor to execute this amendment.

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

The purpose of this action is to continue the landscape maintenance services on a month-to-month basis, starting July 9, 2006, for a period of up to six months while Public Works completes the solicitation process for a successor contract.

On January 9, 2001, Synopsis 48, your Board awarded Contract No. 73221 to Tony Moon, an individual, d.b.a. Far East Landscape and Maintenance Company, with an initial 2-year term and three 1-year renewal options, to provide landscape maintenance services at various medians located in Road Maintenance District 3. On November 12, 2003, Synopsis 37, and again on March 30, 2004, Synopsis 67, your Board approved amendments to provide additional landscaping services for newly constructed medians and service panels. Public Works has exercised all renewal options for this contract.

On December 13, 2005, Agenda 36, your Board approved a six-month extension to allow Public Works time to complete the solicitation and award of a new contract. The existing contract is scheduled to expire on July 8, 2006.

Public Works issued a Request for Statements of Qualification for landscape maintenance services on January 26, 2006. Statements of Qualifications were received on February 22, 2006. Upon review of the Statements of Qualifications, a list of qualified vendors is being generated and established by Public Works. An Invitation for Bids (IFB) for a successor contract is anticipated to be released early June 2006 to those vendors who are on the qualified list. Consequently, we are now requesting a time extension for a maximum of six months to allow additional time to complete the IFB process and award the contract.

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

This recommended action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility. This amendment will continue

to utilize the contractor's expertise to effectively provide the landscape maintenance services in a timely, responsive, and cost-effective manner.

### **FISCAL IMPACT/FINANCING**

The requested amount of \$52,705.50 is prorated for the six-month period based on the existing annual contract amount. There is also a limit of up to 15 percent of this amount for additional unforeseen landscape maintenance services that may be required within the contract's scope of work. There will be no impact on net County costs. Funds are available in Public Works' 2006-07 Road Fund budget.

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

The amendment has been executed by the contractor and approved as to form by County Counsel.

This amendment will continue the contract's current terms, specifications, and conditions as well as add provisions to implement the County's revised assignment by contractor and debarment policies. The billing rates will remain consistent with the existing contract rates. Therefore, the services provided under this extension will continue to be cost-effective.

### **ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from the CEQA 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.

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

Approval of this amendment will allow the current contracted services to continue until a new contract is approved.

The Honorable Board of Supervisors  
May 25, 2006  
Page 4

**CONCLUSION**

Enclosed are three copies of the amendment. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

RT  
P:\aspub\CONTRACT\ROD\MEDIANS\MD3\AMENDMENT 4 - Board Letter.doc

Enc. 3

cc: Chief Administrative Office  
County Counsel

AMENDMENT 4 TO CONTRACT NO. 73221  
ROAD MAINTENANCE DISTRICT 3 MEDIANS –  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

THIS AMENDMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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 Tony Moon, an individual, d.b.a. Far East Landscape and Maintenance Company (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 73221 was entered into between the COUNTY and the CONTRACTOR on January 9, 2001, for Road Maintenance District 3 Medians – Landscape and Grounds Maintenance Services; and

WHEREAS, on December 13, 2005, the Board approved extending the expiration of the term of the Contract for six months from January 8, 2006, to July 8, 2006; and

WHEREAS, the COUNTY desires that this service be extended on a month-to-month basis for a period of up to six months under the Contract's existing terms and conditions and the CONTRACTOR is willing to provide the service; and

WHEREAS, the COUNTY has revised its contractor debarment and assignment contract conditions.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 73221 between them shall be amended as follows:

FIRST: Part I, Section 2.G, Duration of Contract, is hereby amended and modified to extend the expiration of the term of the Contract on a month-to-month basis for a period of up to six months, beginning July 9, 2006, subject to the following:

- Continuous performance of this Contract is hereby agreed upon by the COUNTY and the CONTRACTOR on the first day of each successive month, for a period of one month, commencing on July 9, 2006, up to the maximum period of six months, through and including January 8, 2007, unless the COUNTY provides written notice of nonrenewal at least ten days before the first day of the successive one-month term.

SECOND: Part II, Section 2.R, Proposer Debarment is hereby revised to read as follows: The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing

work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

The COUNTY may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or

termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

THIRD: Part III, Section C, Proposer Debarment, is hereby revised to read as follows: The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims that the CONTRACTOR may have against the COUNTY.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

FOURTH: All other terms, requirements, specifications, conditions, and unit prices of the original Contract shall remain in full force and effect.

//  
//  
//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor 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 \_\_\_\_\_  
Mayor, Los Angeles County

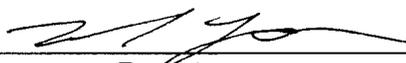
ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy

TONY MOON, an individual, d.b.a.  
FAR EAST LANDSCAPE AND  
MAINTENANCE COMPANY

By  \_\_\_\_\_  
TONY MOON  
Owner

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

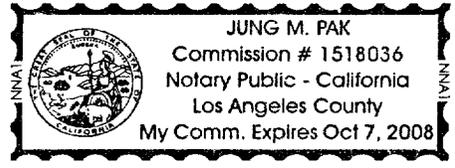
State of California  
County of Los Angeles } ss.

On May 12, 2006 before me, Jung M. Pak, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Tony Moon, owner  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
Jung M. Pak  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Amendment 4 to Contract No. 73221

Document Date: N/A Number of Pages: 4

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

