



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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September 21, 2006

IN REPLY PLEASE

REFER TO FILE: **AS-0**
001380
Amendment 1

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:

**LANDSCAPE MAINTENANCE FOR THE RIO HONDO AND
SAN GABRIEL COASTAL SPREADING GROUNDS
SUPERVISORIAL DISTRICT 1
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the work continues to be exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve amending Contract No. 001380 with United Pacific Services, Inc., located in La Habra, California, for landscape maintenance services to enable this contract to continue on a month-to-month basis for up to five months starting November 4, 2006, while Public Works completes the solicitation process for a replacement contract.
3. Authorize Public Works to encumber \$65,225 for a period of five months. Funds are available in Public Works' 2006-07 Flood Fund budget.
4. Delegate authority to the Director of Public Works to expend up to an additional 15 percent of the contract sum for unforeseen additional work within the scope of work of the contract, if required.
5. Authorize the Director to execute this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue the landscape and grounds maintenance services for the Rio Hondo and San Gabriel Coastal Spreading Grounds, located in Montebello and Pico Rivera, respectively, on a month-to-month basis starting November 4, 2006, for a period of up to five months while Public Works completes the solicitation process for a successor contract.

On November 4, 2003, Synopsis 42, your Board approved Contract No. 001380 to United Pacific Services, Inc., with an initial 1-year term and two 1-year renewal options, to provide landscape maintenance services at the Rio Hondo and San Gabriel Coastal Spreading Grounds. Public Works has exercised all renewal options for this contract. This contract is scheduled to expire on November 3, 2006.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There will be no impact on net County costs. Funds are available in Public Works' 2006-07 Flood Fund budget. The requested amount of \$65,225 is prorated for the five-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.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this amendment, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

This amendment will continue the contract's current terms, specifications, and conditions as well as add provisions to implement the Contractor Debarment and Assignment by Contractor policies.

The Honorable Board of Supervisors
September 21, 2006
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ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from CEQA as specified in Section 15301 Class 1 (h) of the State CEQA guidelines and 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.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 001380

LANDSCAPE MAINTENANCE FOR THE RIO HONDO AND

SAN GABRIEL COASTAL SPREADING GROUNDS

THIS AMENDMENT, made and entered into this ____ day of _____, 2006, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and UNITED PACIFIC SERVICES, INC., a corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001380 was entered into between the DISTRICT and the CONTRACTOR on November 4, 2003, for landscape and grounds maintenance services for the Rio Hondo and San Gabriel Coastal Spreading Grounds, located in Montebello and Pico Rivera; and

WHEREAS, the term of Contract No. 001380 is scheduled to expire on November 3, 2006; and

WHEREAS, Public Works desires that these services be extended on a month-to-month basis up to five months under the Contract's existing terms and conditions and the CONTRACTOR wishes to provide the service; and

WHEREAS, since Contract No. 001380 was entered into, the DISTRICT has revised its Contractor Debarment and Assignment by Contractor policies.

NOW, THEREFORE, in consideration of these facts and payment to be made by the DISTRICT, the DISTRICT and the CONTRACTOR agree that Contract No. 001380 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 five months, beginning November 4, 2006, subject to the following:

- CONTRACTOR shall provide continuous performance of this Contract from month to month, commencing on November 4, 2006, up to the maximum period of five months, through and including April 3, 2007, unless the DISTRICT provides written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month.

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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 DISTRICT acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the DISTRICT 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 DISTRICT 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 DISTRICT.

The DISTRICT 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 DISTRICT or a nonprofit corporation created by the DISTRICT; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the DISTRICT, any other public entity, or a nonprofit corporation created by the DISTRICT, 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 DISTRICT 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 DISTRICT 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 DISTRICT.

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, Assignment 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 DISTRICT, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, DISTRICT consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by DISTRICT to any approved delegate or assignee on any claim under this Contract shall be deductible, at DISTRICT'S sole discretion, against the claims that the CONTRACTOR may have against the DISTRICT.

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 DISTRICT 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

IN WITNESS WHEREOF, the Board of Supervisors, acting as the governing body of the DISTRICT, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

UNITED PACIFIC SERVICES, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name