



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

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

April 3, 2007

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 BASIN SPREADING GROUNDS
SUPERVISORIAL DISTRICT 1
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. Award the contract for Landscape Maintenance for the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds in an annual sum not to exceed \$169,436 to Mariposa Horticultural Enterprises, Inc., located in Irwindale, California. This contract will be for a term of one year commencing upon Board approval, with four 1-year renewal options, not to exceed a total of five years. Funds are available in Public Works' 2006-07 Internal Service Fund.
3. Delegate authority to the Director of Public Works or his designee to annually expend up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of work of the contract, if required.

4. Delegate authority to the Director to execute this contract; to renew it for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to approve contractor's entity change; to approve and execute amendments, including necessary changes to the scope of work; and to terminate the contract, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for as-needed and intermittent landscape maintenance services to maintain the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds within the unincorporated County areas of Montebello and Pico Rivera. The work to be performed will consist of trimming and pruning of ground cover, shrubs, and trees; routine application of fertilizers, insecticides, and herbicides; weeding; raking; sweeping; removal of litter; watering and irrigation management, inspection, maintenance, and repair, etc. The current contract expires on April 2, 2007. Public Works has contracted for these services since 2003. The purpose of this action is to continue contracting for these services.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Children and Families' Well-Being, as the contractor has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for an annual amount not to exceed \$169,436, plus 25 percent contingency for unforeseen, additional work within the scope of work of the contract, if required. This amount is based on the unit prices quoted by the contractor for the as-needed services and our estimated annual utilization of the contractor's services. This contract will commence upon Board approval, for a period of one year with four 1-year renewal options, not to exceed a total of five years.

Financing for these services is included in Public Works' 2006-07 Internal Service Fund, which will be reimbursed by Flood Control District Fund. Funds to finance the contract's renewal years will be made through Public Works' annual budget process.

This contract allows a cost-of-living adjustment for the additional optional years in accordance with County policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA as set forth in Section 15301 (h) of the State CEQA Guidelines.

CONTRACTING PROCESS

On January 4, 2007, Public Works solicited proposals from 444 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the Memorandum of Understanding, the RFP of this contracted service was submitted on January 4, 2007, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works.

On January 29, 2007, four proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. Two proposals were disqualified for failure to submit required certifications and license. The remainder of the 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 RFP, which included the price, experience, work plan, references, and equipment. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Mariposa Horticultural Enterprises, Inc., located in Irwindale, California. Enclosure C reflects 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 terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

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 that reflects its past activities have been conducted 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 that will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, these services are presently contracted with the private sector.

The Honorable Board of Supervisors
April 3, 2007
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CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR
LANDSCAPE MAINTENANCE FOR THE RIO HONDO AND
SAN GABRIEL COASTAL BASIN SPREADING GROUNDS

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, 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 MARIPOSA HORTICULTURAL ENTERPRISES, INC., a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: 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 January 29, 2007, hereby agrees to provide services as described in the attached specifications for Landscape Maintenance for the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Landscape Maintenance – Spreading Grounds Index Map; Exhibit F, Monthly Landscape Maintenance Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, 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 specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR for work ordered at unit prices pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$169,436 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board approval. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit costs quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

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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 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.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

MARIPOSA HORTICULTURAL
ENTERPRISES, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 645
Bid Title : LANDSCAPE MAINTENANCE FOR RIO HONDO AND SAN GABRIEL COASTAL BASIN SPREADING GROUNDS (2007-AN027)
Bid Type : Service
Department : Public Works
Commodity : TREE TRIMMING AND PRUNING SERVICES
Open Date : 1/4/2007
Closing Date : 1/16/2007 9:00 AM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Landscape Maintenance for the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds (2007-AN027). The total annual cost of this service is estimated to be \$250,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/riohondolandscape2.pdf> or from Ms. Melissa Saradpon at (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, copies of the vendor's, employees', and/or subcontractors' valid pest control advisor certification, arborist certification, and a copy of the Proposer's valid C27 – Landscaping Contractor's license.

A Proposers' Conference will be held on Tuesday, January 16, 2007, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, January 29, 2007, at 5:30 p.m. Please direct your questions to Ms. Saradpon at the number above.

Contact Name : MS. MELISSA SARADPON
Contact Phone# : (626) 458-4077
Contact Email : msaradpon@dpw.lacounty.gov
Last Changed On : 1/9/2007 3:38:40 PM

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All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: MARIPOSA HORTICULTURAL ENTERPRISES, INC.

My County (WebVen) Vendor Number: 50312901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners):		328			
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					
Hispanic/Latino	1		11	1	302
Asian or Pacific Islander				1	1
American Indian					
Filipino					
White			7	1	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	100 %	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
COUNTY OF LOS ANGELES	X				06/21/08
CITY OF LOS ANGELES	X				05/18/07

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: PRESIDENT	Date: 01/29/07
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