COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

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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

March 10, 2009

IN REPLY PLEASE
REFER TO FILE: AS-0

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:

AWARD OF CONTRACT FOR WATER CONSERVATION BEST MANAGEMENT PRACTICES (SUPERVISORIAL DISTRICTS 3, 4, AND 5) (3 VOTES)

SUBJECT

This action is to award a contract to assist the Los Angeles County Waterworks Districts in implementing Water Conservation Best Management Practices required by the California Urban Water Conservation Council in the Memorandum of Understanding regarding Urban Water Conservation in California.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.

2. Award the contract for Water Conservation Best Management Practices in an annual sum not to exceed $335,100 to Niagara Conservation Corporation, headquartered in Cedar Knolls, New Jersey, with a local office in La Crescenta, California. This contract will be for a term of one year commencing on March 14, 2009, with three 1-year renewal options, not to exceed a total contract period of four years.

3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option

year to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each of the three additional one-year renewal options if, in the opinion of the Director of Public Works, Niagara Conservation Corporation has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to assist the Los Angeles County Waterworks Districts (Districts) in implementing Water Conservation Best Management Practices (BMPs) required by the California Urban Water Conservation Council (CUWCC) in the Memorandum of Understanding (MOU) regarding Urban Water Conservation in California. The Districts may also request assistance from the contractor in distributing information to customers during the audit process related to two of the BMPs. The Department of Public Works (Public Works) has contracted for this service since March 2005.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Children and Families' Well-Being (Goal 5), and Community Services (Goal 6). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an annual amount not to exceed $335,100 plus 10 percent for unforeseen, additional work within the scope of the contract, if required, and any applicable annual cost-of-living adjustment in accordance with County policy and the terms of the contract. This amount is based on the unit prices quoted by the contractor and our estimated annual utilization of the contractor's services.

Financing for the first year of service is included in the Fiscal Year 2008-09 Internal Service Fund Budget, which will be reimbursed by the Waterworks District Fund Budgets. Funds to finance the contract's optional years and 10 percent additional

funding for contingencies and any applicable cost-of-living will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will be in the form previously reviewed and approved by County Counsel (Attachment A). The recommended contract with Niagara Conservation Corporation was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

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.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on October 30, 2008, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles 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).

The contract includes a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301, Class 1 of CEQA.

CONTRACTING PROCESS

On October 30, 2008, Public Works solicited proposals from 205 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On December 3, 2008, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified for late submission. The remainder of the proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff using the average scoring method. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, references, and work plan/quality assurance and customer service programs. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Niagara Conservation Corporation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

GAIL FARBER
Director of Public Works

GF:GZ:cg

Attachments (2)

c: Chief Executive Office (Lari Sheehan)
County Counsel

AGREEMENT FOR

WATER CONSERVATION BEST MANAGEMENT PRACTICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2009, 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 NIAGARA CONSERVATION CORP., 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 December 3, 2008, hereby agrees to provide services as described in the attached specifications for Water Conservation Best Management Practices, 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, Memorandum of Understanding – Urban Water Conservation in California; Exhibit F, Residential Water-Use Survey; Exhibit G, Water Use Survey Report (for Pt. Dume Elementary School); 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, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

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, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed $335,100 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 on March 14, 2009. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four 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 in arrears for each task and deliverable upon acceptance in accordance with Exhibit A, Scope of Work and Form PW-2, Schedule of Prices. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will reimburse the CONTRACTOR for additional water saving devices, copies of reports or other items outside the Scope of Work only if prior approval for such items was submitted by Public Works in writing. Mileage and travel time are not reimbursable.

Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred. Payment will be withheld for any unresolved customer complaints for a particular deliverable.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. 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

EIGHTH: 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.

NINTH: 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.

TENTH: 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. 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.

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ELEVENTH: 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 Executive 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.

TWELFTH: In the event that terms and conditions which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: 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 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

NIAGARA CONSERVATION CORP.

By _____
Its President

_____
Type or Print Name

By _____
Its Secretary

_____
Type or Print Name

ATTACHMENT B

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 739
Bid Title : Water Conservation Best Management Practices
Bid Type : Service
Department : Public Works
Commodity : WATER/WASTEWATER CONSERVATION SERVICES
Open Date : 10/30/2008
Closing Date : 11/12/2008 10:00 AM
Notice of Intent to Award : View Detail
Bid Amount : $ 450,000.00
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Water Conservation Best Management Practices (2008-AN049). The total annual contract amount of this service is estimated to be $450,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Ms. Lorena Calderon at (626) 458 4169 or lcalderon@dpw.lacounty.gov, 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, Proposer shall have at least one Certified Landscape Irrigation Auditor certified by the Irrigation Association or one Certified Landscape Technician certified by the California Landscape Contractor Association on staff in a supervisory capacity.

A Proposers' Conference will be held on Wednesday, November 12, 2008, at 10 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. 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 Wednesday, November 26, 2008, at 5:30 p.m. Please direct your questions to Ms. Calderon at the number above.

Contact Name : Lorena Calderon
Contact Phone# : (626) 458-4169
Contact Email : lcalderon@dpw.lacounty.gov
Last Changed On : 10/30/2008 12:14:08 PM

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