COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

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June 16, 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:

AMENDMENT TO CONTRACT FOR
BELVEDERE GARBAGE DISPOSAL DISTRICT
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)

SUBJECT

This action is to amend the contract for Belvedere Garbage Disposal District in the area of East Los Angeles to continue Task Two, which is the cleanup of the street and alley rights of way; and disposing of refuse from public curbside containers within the Belvedere Garbage Disposal District, to continue on a month-to-month basis for up to six months until a replacement contract is awarded.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF BELVEDERE GARBAGE DISPOSAL DISTRICT:

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

2. Approve Amendment 3 to Contract No. 73961 with Consolidated Disposal Service, LLC, located in Santa Fe Springs, California, for the Belvedere Garbage Disposal District, Task Two only, to enable this contract to continue on a month-to-month basis for up to six months effective July 1, 2009, not to exceed $84,360 ($14,060 monthly).

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

4. Authorize the Director of Public Works or her designee to execute this Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to amend Contract No. 73961 with Consolidated Disposal Service, LLC, to extend Task Two of the Belvedere Garbage Disposal District (District) on a month-to-month basis commencing on July 1, 2009, for up to six months while the Department of Public Works (Public Works) resolves a Proposed Contractor Selection Review that has been submitted by a nonawarded Proposer. Upon resolution of the Proposed Contractor Selection Review, the solicitation process will be finalized.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services 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 requested not-to-exceed amount of $84,360 ($14,060 monthly) for the six-month period effective July 1, 2009, is based on the current monthly rate for Task Two services plus a 3 percent rate increase to account for increases in disposal fees. We are requesting an additional 10 percent of the total contract sum for unforeseen, additional work within the scope of the contract, if required.

Financing for these services is included in the Fiscal Year 2009-10 Proposed Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amendment will be in the attached form previously reviewed and approved by County Counsel. Prior to the Director of Public Works or her designee executing this Amendment, the contractor will sign and County Counsel will review it as to form.

The Amendment will continue the contract's current terms, specifications, and conditions as amended.

Your Board approved this contract on April 23, 2002, Synopsis No. 23. The contract was for the automated collection of refuse, recyclable materials, and green waste generated by all residences, commercial operations, and their management, transportation, and disposal or diversion (Task One); and for the weekly cleanup of the District's street and alley rights of way and the collection and disposal of refuse from public curbside containers (Task Two). This contract was scheduled to expire on June 30, 2007. On May 29, 2007, Agenda Item 70, your Board approved a separate contract for automated collection and disposal or diversion of refuse, recyclables, and green waste in the District (Task One).

On June 12, 2007, Agenda Item 61, your Board approved Amendment 1 to this contract to continue (Task Two) the weekly cleanup of rights of way and disposing of refuse from public curbside containers for an additional 12 months from July 1, 2007, to June 30, 2008, while Public Works completed the solicitation process for replacement contracts to provide street and alley cleanup services and disposal of refuse from public curbside containers.

On June 10, 2008, Agenda Item 41, your Board approved Amendment 2 to this contract to continue (Task Two) the weekly cleanup of rights of way and disposing of refuse from public curbside containers for an additional 12 months from July 1, 2008, to June 30, 2009, while Public Works completed the solicitation process for a replacement contracts to provide street and alley cleanup services.

Due to the State's budget actions that caused an unanticipated budget shortage experienced by the Road Fund, an extensive review of the funding was necessary prior to moving forward with the entire process leading to a recommendation of award.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines. These services are within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (b) of CEQA.

CONTRACTING PROCESS

On June 18, 2008, Public Works solicited proposals from 239 independent contractors and community business enterprises to accomplish this work.

On July 17, 2008, five proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the Request for Proposals. All proposals

having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. On April 8, 2009, all proposers were notified of the winning Proposer selection that Public Works was going to be recommending to your Board. On April 20, 2009, a Proposed Contractor Selection Review was submitted by a nonawarded Proposer.

The current solicitation process has been halted until such time as the dispute is resolved following the County Protest Policy. Once the Proposed Contractor Selection Review has been resolved, Public Works will move forward with finalizing the solicitation process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Amendment will continue the current contract services.

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

Attachment

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

AMENDMENT 3 TO CONTRACT NO. 73961

BELVEDERE GARBAGE DISPOSAL DISTRICT

THIS AMENDMENT, made and entered into as of this _____day of _____, 2009, by and between the County of Los Angeles Board of Supervisors, acting as the governing body of the BELVEDERE GARBAGE DISPOSAL DISTRICT (hereinafter referred to as DISTRICT) and Consolidated Disposal Service, LLC, a subsidiary of Republic Services, Inc. (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 73961 was entered into between the DISTRICT and the CONTRACTOR on April 23, 2002, for the automated collecting; transporting; and disposing/managing of separate refuse, recyclable materials, and green waste generated by all residences, multifamily residences, businesses, and commercial/industrial establishments (Task One); and for the weekly cleanup of all streets and alleys rights of way and the removal and disposal of refuse from curbside containers (Task Two) as directed within the DISTRICT; and

WHEREAS, on June 12, 2007, Task Two was extended on a month-to-month basis for 12 months, for the period of July 1, 2007, through June 30, 2008; and

WHEREAS, on June 10, 2008, Task Two was extended on a month-to-month basis for 12 months, for the period of July 1, 2008, through June 30, 2009; and

WHEREAS, the DISTRICT wishes to continue just Task Two services for collecting, transporting, and disposing refuse and debris from all streets and alleys and collecting and disposing of refuse from public curbside containers within the boundaries of the District on a month-to-month basis up to an additional six months; and

WHEREAS, the CONTRACTOR is willing to perform these refuse and debris cleanup services on a month-to-month basis up to an additional six months under all the terms as set forth in Contract No. 73961 and this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the DISTRICT, the DISTRICT and the CONTRACTOR agree that Contract No. 73961 between them shall be amended as follows:

FIRST: The Contract is hereby amended to provide that the CONTRACTOR shall continue to perform refuse and debris cleanup services on all streets and alleys within the boundaries of the DISTRICT. The monthly charge for performing these services will be $14,060 per month, for the six-month period that shall not exceed $84,360 as set forth in the Schedule of Prices attached hereto as Form PW-2, including a cost-of-living adjustment of four percent for Fiscal Year 2007-08, and a three percent rate increase for Fiscal Year 2008-09 due to an increase in disposal fees, or such greater amount as the Board may approve (Maximum Contract Sum).

SECOND: The duration of this 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 effective as follows:

- CONTRACTOR shall provide continuous performance of this Contract on a month-to-month basis, commencing on July 1, 2009, up to the maximum period of six months, through and including December 31, 2009, 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.

THIRD: Except as modified in the AMENDMENT, all other terms, requirements, specifications, and conditions relating to Task Two of the original Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the DISTRICT 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.

BELVEDERE GARBAGE DISPOSAL DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

CONSOLIDATED DISPOSAL SERVICE, LLC,
a subsidiary of Republic Services, Inc.

By _____
Its President

_____
Type or Print Name

By _____
Its Secretary

_____
Type or Print Name

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