



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 9, 2002

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:

### **PAVEMENT MANAGEMENT DATA COLLECTION ALL SUPERVISORIAL DISTRICTS 3 VOTES**

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the service provided is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the enclosed contract for "Pavement Management Data Collection" to Stantec Consulting, effective upon Board approval for a period of 210 calendar days.
3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Authorize Public Works to encumber an amount not to exceed \$317,625. This amount is based on the contractor's price to provide this service plus 10 percent for additional unforeseen data collection services beyond the contemplated scope of this contract.
5. Instruct the Chairman to sign the contract.

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

Public Works has a need to collect representative roadway performance data on selected County roadways in order to better analyze and manage their maintenance with limited

resources. Award of this contract will allow the collection of data on approximately 3,250 miles of County-maintained roads. The data consists of quantified surface distress information and includes measurements of surface roughness conforming to the International Roughness Index standards.

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

This contract meets the County's Strategic Plan Goal of Service Excellence as it provides services to the public in a responsive manner. This service will assist us in improving the condition of County roads.

### **FISCAL IMPACT/FINANCING**

This contract is for an amount not to exceed \$317,625. This amount represents the contractor's price to perform this service plus 10 percent for additional unforeseen data collection services beyond the contemplated scope of this contract. This contract will commence upon Board approval for a period of 210 calendar days. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor. Funds are available in Public Works' 2001-02 Road Fund budget to cover the cost of this contract. There will be no impact on net County cost.

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

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 a part-time basis.

This contract has been properly executed by the contractor and approved by County Counsel as to form.

### **ENVIRONMENTAL DOCUMENTATION**

With respect to requirements of the CEQA, these testing services are categorically exempt as specified in Class 6 of the environmental Document Reporting procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

## **CONTRACTING PROCESS**

On January 3, 2002, proposals were solicited from 80 independent contractors and community business organizations for Pavement Management Data Collection. Also, a notice of proposal availability was placed on the County's bid website and an advertisement was placed in the Los Angeles Times.

By February 6, 2002, three proposals were received. These proposals were first reviewed to ensure that they met the mandatory requirements outlined in the Request for Proposals (RFP), and included an initial "pass/fail" evaluation to determine compliance with the provisions of the RFP. All proposals met these mandatory requirements and were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria outlined in the RFP which included proposers experience, capability, work plan and approach, staffing, equipment, references, and cost. Based on this evaluation, Public Works is recommending that this contract be awarded to the most responsive proposer, Stantec Consulting, of Phoenix, Arizona.

Enclosure A reflects each proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains recent Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN program participants should the contractor require additional or replacement personnel, employee notification of Federal-earned income tax credit, agreement to maximize the use of recycled-content paper products, and contractor responsibility and debarment.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owners Information Form in compliance with the Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability Insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance have been obtained from the contractor.

As requested by your Board, the contractor has submitted their safety record which, in our opinion, reflects that activities conducted by this contractor in the past have met reasonable standards of safety.

The Honorable Board of Supervisors  
May 9, 2002  
Page 4

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 which will exceed the contract's approved amount, scope of work, and/or dates.

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

The award of this contract will not affect County personnel, as this service is required on an intermittent and as-needed basis.

**CONCLUSION**

Please have the original of this contract and one copy signed by the Chairman. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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cc: Chief Administrative Office  
County Counsel

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THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002,

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

STANTEC CONSULTING, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That 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 the 6th day of February 2002, hereby agrees to collect representative roadway performance data on selected County roadways, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Pavement Management Data Collection."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, 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 completion of the services, and in strict accordance with the Contract Specifications, and to the satisfaction

of the Director of Public Works, to pay to the Contractor pursuant to Part I, Section 6,

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Schedule of Prices, as set forth in the Contractor's Proposal submission, an amount not to exceed \$288,750, or such greater sum as the Board may approve.

FOURTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractors proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications to meet the County requirements.

SIXTH: Notwithstanding Part I, Section 2 ("Scope of Work"), Paragraph H ("Schedule") and any other inconsistent provision of the RFP, the schedule of work shall be as follows:

After the Contractor receives the Department's approval to proceed, the

Contractor shall complete:

the 25-centerline mile pilot within 50 calendar days;

at least 250 centerline miles within 80 days;

the remaining secondary streets within 130 calendar days;

at least 1000 centerline miles of local streets within 170 calendar days; and

all work shall be completed within 210 days.

SEVENTH: Notwithstanding Part I, Section 4.B (Indemnification) of the

Specifications and Conditions, the Contractor shall not be obligated to indemnify the County for liability and expenses solely arising from the active negligence of the County.

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EIGHTH: 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 agreement and understanding.

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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 Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
DEPUTY

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APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
DEPUTY

STANTEC CONSULTING

By \_\_\_\_\_  
RICHARD G. DORWART,  
Vice President

By \_\_\_\_\_  
GARY RICE,  
Vice President