



GAIL FARBER, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 03, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

37 MAY 3, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**SERVICES CONTRACTS  
AWARD SERVICES CONTRACTS FOR AS-NEEDED CLOSED CIRCUIT TELEVISION VIDEO  
INSPECTIONS AND INDUSTRIAL VACUUM CLEANING  
AND JETTING SERVICES PROGRAM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to award two services contracts for providing as-needed closed circuit television video inspections and industrial vacuum cleaning and jetting services at various facilities throughout Los Angeles County.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award two services contracts for As-Needed Closed Circuit Television Video Inspections and Industrial Vacuum Cleaning and Jetting Services Program to National Plant Services, Inc., and Nor-Cal Pipeline Services. These contracts will be for a term of 1 year commencing upon execution of contracts by both parties with four 1-year renewal options for a maximum potential contract term of 5 years. This program's annual aggregate amount for both contracts is \$4 million with a maximum potential program sum of \$20 million.
3. Authorize the Director of Public Works or her designee to annually increase the aggregate program amount up to an additional 10 percent of the annual aggregate program sum for unforeseen, additional work within the scope of the contract, if required, to adjust the annual

aggregate program sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

4. Authorize the Director of Public Works or her designee to execute these contracts; to renew the contracts for each additional renewal option and extension period if, in the opinion of the Director or he designee, National Plant Services, Inc., and Nor-Cal Pipeline Services have 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 or her designee, 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 provide as needed and intermittent Closed Circuit Television (CCTV) Video Inspections and Industrial Vacuum Cleaning and Jetting Services within the County areas, such as, but not exclusive to, subterranean vaults, pump plant, Low Flow Diversions (LFD) sumps and forebays, in ground stormwater debris capturing devices, stilling wells at various spreading grounds and channels, underground storm drains, and catch basins. The services to be provided consist of cleaning material from subsurface chambers, structures, drains by utilizing vehicle mounted, and heavy-duty vacuum cleaning and jetting type equipment. The Department of Public Works has contracted for these services since 1983.

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

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). The contractors who have 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 annual aggregate program amount is \$4 million plus 10 percent for additional work within the scope of the contracts and an annual cost-of-living adjustment in accordance with the contracts. This amount is based on the unit prices and hourly rates quoted by the contractors and Public Works estimated annual utilization of the contractors' services.

Funding for these services is included in the Internal Service Fund Fiscal Year 2015-16 Budget, which will be reimbursed by the Flood Control District Fund. Funds to finance the contracts' option years, cost-of-living adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The two recommended contractors are National Plant Services, Inc., and Nor-Cal Pipeline Services. Both are located in Long Beach, California. These contracts will commence upon execution of each contract by both parties for a period of 1 year. With the Board's delegated authority, the Director or her designee may renew these contracts for four 1-year renewal options with a maximum potential total contract term of 5 years.

The contracts agreement will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing these contracts, the contractors will sign and County Counsel will review it as to form. The recommended contracts with National Plant Services, Inc., and Nor-Cal Pipeline Services were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Data regarding the proposers' minority participation is on file with Public Works.

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

These contracts include a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved on January 29, 2002.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are 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 of the CEQA.

### **CONTRACTING PROCESS**

On September 22, 2015, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business With Us" website (Enclosure B) and "Public Works Business Opportunities" website. Also, Public Works informed over 1,200 local small business enterprises about this business opportunity.

On October 15, 2015, two proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Both proposals met these requirements and were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the apparent responsive and responsible proposers, National Plant Services, Inc., and Nor-Cal Pipeline Services.

Public Works is recommending that these two firms, which are responsive and responsible proposers, be awarded a contract.

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

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

**CONCLUSION**

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

Respectfully submitted,



GAIL FARBER  
Director

GF:JQ:so

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel  
Executive Office  
Internal Services Department, Contracts

AGREEMENT FOR  
AS-NEEDED CLOSED CIRCUIT TELEVISION (CCTV) VIDEO INSPECTIONS AND  
INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES PROGRAM  
(2015-AN018)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, 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 [Name of CONTRACTOR], a [Form of Entity] (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 October 15, 2015, hereby agrees to provide services as described in this Contract for As-Needed Closed Circuit Television (CCTV) Video Inspections and Industrial Vacuum Cleaning and Jetting Services Program.

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, Defaulted Property Tax Reduction Program; Exhibit F, Confined Space Manual; Exhibit G, Vault Inspection and Repair Checklist; Exhibit H, Heavy Duty Vacuum Cleaning and Jetting Services Form, Form No. 56-0010; Exhibit I, Flood Maintenance Boundaries Map; Exhibit J, Area Maps; Exhibit K, CCTV Inspection Guidelines; and Exhibit L, Performance Requirements Summary; 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 of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all the contractors providing service under this Program an aggregate annual amount to exceed \$4,000,000 or such greater amount as the Board may approve, (Maximum Program Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing upon execution of contract by both parties. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods for a maximum total Contract term of five years. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed 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

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 (CPI) for the Los Angeles Riverside-Orange County Area. The Contract's anniversary date 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 of Los Angeles employees as determined by the County of Los Angeles' 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 of Los Angeles

employee salaries; no cost-of-living adjustment will be granted. Where the County decides to grant a cost of living adjustment (COLA) pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost will actually increase.

**ELEVENTH:** 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 L, inclusive, the COUNTY'S provisions shall control and be binding.

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

**THIRTEENTH:** 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:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name



Award information has not been added at this time.

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Bid Information

**Bid Number :** PW-AED955  
**Bid Title :** AS-NEEDED CLOSED CIRCUIT TELEVISION VIDEO INSPECTIONS AND INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES PROGRAM (2015-AN018)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** MAINT & REPAIR - SEWER & STORM DRAIN (INCLUDING REMOVAL)  
**Open Date :** 9/21/2015  
**Closing Date :** 10/15/2015 5:30 PM  
**Notice of Intent to Award :** [View Detail](#)  
**Bid Amount :** \$ 3,690,000  
**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contracts for As-Needed Closed Circuit Television (CCTV) Video Inspections and Industrial Vacuum Cleaning and Jetting Services (2015-AN018). Public Works will award multiple contracts for these services under this program. These contracts have been designed to have a potential maximum contract term of five years, consisting of an initial 1-year term and four potential additional 1 year option renewals. The total annual aggregate contract amount for this program is estimated to be \$3,690,000. 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 Mr. Scott Pham at (626) 458 4069, [spham@dpw.lacounty.gov](mailto:spham@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

The assignment of work will be in accordance with Exhibit A, Scope of Work, Section G, Assignment of Work, on page A.3.

Subcontractors are not allowed for these services (Disregard all references to subcontractor.)

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal(s) submission including, but not limited to:

1. Proposer must have a minimum of three years of experience performing industrial vacuum cleaning and jetting services similar to the required services outlined in Exhibit A, Scope of Work.
2. Proposer's managing employees must have a minimum of five years of experience performing industrial vacuum cleaning and jetting services similar to the required services outlined in Exhibit A, Scope of Work.
3. At a minimum, proposer shall possess all of the following equipment as described below. The equipment must be owned by proposer. No rental equipment can be used to meet this mandatory minimum requirement.
  - One industrial vacuum cleaner unit (various container capacity sizes, limited water supply).
  - One video camera unit.
  - One industrial rodding jetter unit (water supply needed for maximum jetting projects, limited capacity).
  - One tanker truck with pump.
  - One support utility vehicle.
  - One industrial vacuum and jetting combination unit.
4. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

A Proposers' Conference will be held on Thursday, October 1, 2015, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. 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, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Thursday, October 15, 2015, at 5:30 p.m. Please direct your questions to Mr. Pham at the number listed below.

Follow-us on Twitter:

We encourage you to follow-us on Twitter @ LACoBuildings and @ LAPublicWorks for information on Public Works and instant updates on contracting opportunities and solicitations.

**Contact Name :** Scott Pham  
**Contact Phone# :** (626) 458-4069  
**Contact Email :** [spham@dow.lacounty.gov](mailto:spham@dow.lacounty.gov)  
**Last Changed On :** 9/22/2015 2:31:14 PM

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