



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

38 MAY 3, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**SERVICES CONTRACT  
AWARD SERVICES CONTRACT FOR AS-NEEDED SLOPE MOWING SERVICES  
WITHIN THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to award a services contract for as-needed slope mowing services at various Public Works facilities within the unincorporated areas of 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 the contract for as-needed slope mowing services in an annual sum of \$1.2 million to Powerland Equipment, Inc. This contract will be for a term of 1 year commencing on May 6, 2016, or upon Board approval, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$6.6 million.
3. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director or her designee, Powerland Equipment, Inc., 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 or her designee, it is in the best interest to do so.

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

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

The purpose of the recommended action is to provide as-needed and intermittent slope mowing services within the unincorporated areas of Los Angeles County. The Department of Public Works has contracted for mowing and trimming of vegetation, grass, brush, and trees at various Public Works facilities since 1985.

#### **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 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 of \$1.2 million plus 10 percent for additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract with a maximum potential contract sum of \$6.6 million. This amount is based on the hourly rates quoted by the contractor and our estimated annual utilization of the contractor's services.

Funding for these services is included in Internal Service and Road Funds Fiscal Year 2015-16 Budget. The Internal Service Fund will be reimbursed by the Flood Control District Fund. When the need arises for services under this contract, financing the required services will be from the appropriate fund source. Total annual expenditures for these services; however, will not exceed the contract amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The recommended contractor is Powerland Equipment, Inc., located in Valley Center, California. This contract will be for a term of 1 year commencing on May 6, 2016, or upon the Board's approval, whichever occurs last. With the Board's delegated authority, the Director or her designee may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

The contract 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 this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Powerland Equipment, Inc., was solicited on an open-competitive basis and is 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.

Pursuant to the applicable memorandum of understanding, on December 17, 2015, the Request for Proposals (RFP) for this solicitation was submitted 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 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(h) of CEQA.

### **CONTRACTING PROCESS**

On December 21, 2015, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), "Public Works Business Opportunities" website, and Twitter. Also, Public Works informed over 1,200 local small business enterprises about this business opportunity.

On January 12, 2016, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All three 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 this contract be awarded to the highest-rated, lowest cost, apparent responsive, and responsible proposer, Powerland Equipment, Inc.

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

The award of this contract 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,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER  
Director

GF:JQ:so

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel  
Executive Office

AGREEMENT FOR  
AS-NEEDED SLOPE MOWING SERVICES (2015-AN032)

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 POWERLAND EQUIPMENT, INC., a California 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 12, 2016, hereby agrees to provide services as described in this Contract for As-Needed Slope Mowing Services.

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, Performance Requirements Summary, Exhibit G, Slope Mowing Services Form; 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, an amount not to exceed \$1,200,000 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a term of one year commencing on May 6, 2016, or upon Board approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions for a maximum total Contract term of five years and six months (as required). 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 monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or 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 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 9 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.



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

POWERLAND EQUIPMENT, INC.

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

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

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

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



## Bid Detail Information

**Bid Number :** PW-AED959  
**Bid Title :** As-Needed Slope Mowing Services (2015-AN032)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.  
**Open Date :** 12/21/2015  
**Closing Date :** 1/6/2016 5:30 PM  
**Bid Amount :** \$ 1,200,000  
**Bid Download :** Not Available  
**Bid Description :** NOTICE OF REQUEST FOR PROPOSALS FOR AS-NEEDED SLOPE MOWING SERVICES (2015-AN032)

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for As-Needed Slope Mowing Services (2015-AN032). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one-year option renewals. The total annual contract amount of this service is estimated to be \$1,200,000. 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. Janet Lee at (626) 458-7167 or [jalee@dpw.lacounty.gov](mailto:jalee@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>.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

Subcontracting is not allowed for this service except for the use of water truck service.

1. Proposer must have a minimum of three years of experience providing slope mowing services similar to the service being solicited.
2. Proposer's on-site supervisor and/or operator must have a minimum of three years of experience performing slope mowing services similar to the service being solicited.
3. Proposer must submit a copy of a valid and active State of California Contractor's Class C-27 (Landscaping Contractor) license.
4. Proposer and its subcontractor 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.

Questions regarding this RFP must be directed to Ms. Lee at (626) 458 7167, [jalee@dpw.lacounty.gov](mailto:jalee@dpw.lacounty.gov) by Wednesday, December 30, 2016, at 5:30 p.m.

The deadline to submit proposals is Wednesday January 6, 2016, at 5:30 p.m. Please direct your questions to Ms. Lee at the number listed on the previous page.

**Contact Name :** Ms. Janet Lee  
**Contact Phone# :** (626) 458-7167  
**Contact Email :** [jalee@dpw.lacounty.gov](mailto:jalee@dpw.lacounty.gov)  
**Last Changed On :** 12/21/2015 7:56:30 AM

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