



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

IN REPLY PLEASE
REFER TO FILE

December 19, 2017

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

41 December 19, 2017

LORI GLASGOW
EXECUTIVE OFFICER

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS FOR
AS-NEEDED TREE TRIMMING AND RELATED WORK PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award five services contracts for as-needed tree trimming and related work within the various right of ways throughout the unincorporated County areas.

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 five contracts for the as-needed tree trimming and related work program for an annual aggregate program sum of \$2.2 million to the following small-sized firm: International Environmental Corporation, a Local Small Business Enterprise; two medium-sized firms: Golden West Arbor Services, Inc., and United Pacific Services, Inc.; and two large-sized firms: Mariposa Landscapes, Inc., and West Coast Arborists, Inc. These contracts will be for a term of 1 year commencing on January 1, 2018, or upon the Board's approval and execution by each parties, whichever occurs last, with three 1-year renewal options, and a month-to-month extension up to 6 months for a maximum potential program term of 54 months and a maximum potential aggregate program sum of \$9.9 million.

3. Authorize the Director of Public Works or his designee to execute these contracts; to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, each individual contractor 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 or his designee, it is in the best interest of the County to do so.

4. Authorize the Director of Public Works or his designee to annually increase the program amount up to an additional 10 percent of the annual program sum for unforeseen, additional work within the scope of the contracts, if required; and to adjust the aggregate program amount for each option year over the term of these contracts 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 tree trimming and related work services to quickly respond to damaged trees, which may be the result of winds, fire, floods, natural occurring tree deterioration, etc., within the various right of ways throughout the unincorporated County areas. The work to be performed will involve as-needed tree trimming and related services along roadsides, medians, flood control channels, and other properties operated by Public Works. The contracted services are not designed to replace Public Works' ongoing, scheduled, and routine tree maintenance but will supplement Public Works' crews during emergencies or when crews cannot respond in a timely manner.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.1, Drive Economic and Workforce Development in the County and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action enhances opportunities for the business community and supports ongoing efforts in providing these services in an efficient, effective, and fiscally responsible manner and will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The program is for an aggregate annual amount of \$2.2 million plus 10 percent for unforeseen, additional work within the scope of the contracts and Cost-of-Living Adjustment in accordance with the contract. This amount is based on Public Works' estimated annual utilization of the contractors' services.

These contracts will be for a term of 1 year commencing on January 1, 2018, or upon the Board's approval and execution by each parties of the contract, whichever occurs last, with three 1-year renewal options, and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential aggregate program sum of \$9.9 million.

Funding for these services is included in the Fiscal Year 2017-18 Road Fund and Internal Service Fund Budgets. The Internal Service Fund will be reimbursed by the Flood Control District Fund. When the need arises for services under this program, financing the required services will be from the appropriate funding source. Total annual expenditures for these services, however, will not

exceed the program aggregate amount approved by the Board. Funds to finance the program's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Award five contracts for the as-needed tree trimming and related work program for an annual aggregate program sum of \$2.2 million to the following small-sized firm: International Environmental Corporation, a Local Small Business Enterprise; two medium-sized firms: Golden West Arbor Services, Inc., and United Pacific Services, Inc.; and two large-sized firms: Mariposa Landscapes, Inc., and West Coast Arborists, Inc. These contracts will be for a term of 1 year commencing on January 1, 2018, or upon Board's approval, whichever occurs last, with three 1-year renewal options, and a month-to-month extension for up to 6 months for a maximum potential term of 54 months and a maximum potential aggregate program sum of \$9.9 million.

Awarding multiple contracts will allow Public Works to ensure timely response to workload requirements. When work is identified, Public Works will always first offer the work to the highest-rated contractor for the as-needed and intermittent tree work and related services within the Maintenance District Area as specified in the contract (Enclosure A). If the highest-rated contractor is not able to perform all or a portion of the required work within Public Works' time frame, Public Works may choose to offer that work to the next highest-rated contractor and so forth until a contractor or contractors are found to be available to accomplish all or a portion of the work. Work for the primary Global Positioning System/Geographic Information System tree inventory service will be awarded to the contractor with the lowest bid submitted for that service, Mariposa Landscapes, Inc., located in Irwindale, California.

These contracts will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works or his designee executing these contracts, the contractors will sign and County Counsel will review them as to form. The recommended contracts with small-sized firm: International Environmental Corporation, a Local Small Business Enterprise; two medium-sized firms: Golden West Arbor Services, Inc., and United Pacific Services, Inc.; and two large-sized firms: Mariposa Landscapes, Inc., and West Coast Arborists, Inc., were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

These standard services contracts have been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the contractor's minority participation. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Pursuant to the applicable Memorandum of Understanding, on July 5, 2017, 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 contracted services are required on an as-needed and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract.

A Department-wide contract analysis is currently underway to determine possible alternate service delivery through permanent County labor. We expect to complete our analysis and brief the Board on our findings by the end of March 2018.

These contracts include Cost-of-Living Adjustment provision for renewal options, 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. These services are within 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(h) of the California Environmental Quality Act.

CONTRACTING PROCESS

On July 31, 2017, a notice of RFP was placed on the County's "Doing Business With Us" website (Enclosure B), Public Works' "Business Opportunities" website, Twitter, and an advertisement was placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinion Advertisement. Also, Public Works informed 1,319 Local Small Business Enterprises, 55 Social Enterprises, and 358 independent contractors and community business enterprises about this business opportunity.

The RFP allowed firms to compete in one of three categories: small-, medium-, or large-sized firms. Each firm was requested to certify its own size based on number of personnel for competition with other firms in the same size category. The RFP stated that a total of six firms would be awarded contracts as follows: three small-sized firms (with 25 or fewer personnel), two medium-sized firms (with 26 to 75 personnel), and one large-sized firm (with over 75 personnel).

On August 28, 2017, six proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified for failure to submit a completed schedule of prices. The five remaining proposals, having met these requirements 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, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the five highest-rated, apparent responsive, and responsible proposers. One of these recommended proposers is a registered Local Small Business Enterprise.

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 Board letter to the Department of Public Works, Business Relations and Contracts Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA

Director

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

SAMPLE AGREEMENT FOR
AS-NEEDED TREE TRIMMING AND RELATED WORK PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, 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 [State of Incorporation] [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 August 28, 2017, hereby agrees to provide services as described in this Contract for As-Needed Tree Trimming and Related Work 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, Performance Requirements Summary; Exhibit G, Tree Trimming Specifications; Exhibit H, Tree Trimming Non-Emergency Specifications; Exhibit I, Tree Planting Specifications; Exhibit J, Tree Evaluation and Removal Specifications; Exhibit K, Urgent Tree Trimming and Removal Specifications; Exhibit L, Root Pruning Specifications; Exhibit M, Stump and Root Removal Specifications; Exhibit N, 24-Hour Emergency Work Specifications; Exhibit O, GPS/GIS Tree Inventory Specifications; Exhibit P, Flood Maintenance District Property Specifications; and Exhibit Q, Maintenance District Area Maps, 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. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount to exceed \$2,200,000 or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: When Public Works identifies work for the Primary Global Positioning System/Geographic Information System tree inventory service, the work to be performed will be assigned to the contractor with the lowest bid submitted for that service, Mariposa Landscapes, Inc., located in Irwindale, California.

FIFTH: When Public Works identifies work to be performed in a particular Maintenance District Area, Public Works will first offer the work to the highest-rated Contractor for service within the given Maintenance District Area as specified in Attachment A. If the highest-rated Contractor for the particular Maintenance District Area is

unable to provide all or some portion of the work requested within Public Works' timeframe, Public Works may choose to offer that work to the next highest-rated Contractor, and so forth until a Contractor or Contractors are found available and capable to perform all or a portion of the requested work. The County reserves the right to utilize all available Contractors, as determined by the Contract Manager. Notwithstanding the foregoing; the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other Contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

SIXTH: This Contract will be for a term of 1 year commencing on January 1, 2018, or upon Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year renewal options and one month-to-month extension, not to exceed six months, for a total potential Contract term of four years and six months. Each option term 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.

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

EIGHTH: 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

NINTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

TENTH: 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.

ELEVENTH: 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.

TWELFTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the renewal date, which shall be the effective date for any Cost-of-Living Adjustments (COLAs). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each 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 COLAs will be granted. Upon approval of a COLAs, a notification will be sent to the Contractor.

THIRTEENTH: 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 Q, inclusive, the COUNTY'S provisions shall control and be binding.

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

FIFTEENTH: 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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ENCLOSURE A

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

**LIST OF CONTRACTORS AND RATINGS FOR
AS-NEEDED TREE TRIMMING AND RELATED WORK PROGRAM**

Primary GPS/GIS Tree Inventory Service

Mariposa Landscapes, Inc.

Road Maintenance District 1

1. Golden West Arbor Services, Inc.
2. West Coast Arborists, Inc.
3. Mariposa Landscapes, Inc.

Road Maintenance District 3

1. West Coast Arborists, Inc.
2. International Environmental Corporation
3. Golden West Arbor Services, Inc.
4. Mariposa Landscapes, Inc.

Road Maintenance District 4

1. West Coast Arborists, Inc.
2. Golden West Arbor Services, Inc.
3. United Pacific Services, Inc.
4. Mariposa Landscapes, Inc.

Road Maintenance District 5

1. West Coast Arborists, Inc.
2. United Pacific Services, Inc.
3. International Environmental Corporation
4. Golden West Arbor Services, Inc.
5. Mariposa Landscapes, Inc.

Bid Detail Information

Bid Number : PW-BRCD986

Bid Title : RFP for As-Needed Tree Trimming and Related Work Program (2017-AN005)

Bid Type : Service

Department : Public Works

Commodity : TREE TRIMMING AND PRUNING SERVICES

Open Date : 7/31/2017

Closing Date : 8/28/2017 5:30 PM

Bid Amount : \$ 2,200,000

Bid Download : Not Available

Bid Description :

PLEASE TAKE NOTICE that Public Works requests proposals for the As-Needed Tree Trimming and Related Work Program (2017-AN005). This program has been designed to have a potential maximum program term of 4 years, consisting of an initial 1-year term and potential additional three 1-year renewal options. The total annual aggregate contract amount for this program is estimated to be \$2.2 million. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals is accessible at <http://dpw.lacounty.gov/brcd/servicecontracts/> or may be requested from Mr. Danny Medina at (626) 458-4080 or dmedina@dpw.lacounty.gov or Ms. Ani Karapetyan at (626) 458 4050 or akarapetyan@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Each area will be evaluated and awarded independently. The County may award up to four contracts per location to Proposers whose proposals are rated the highest based on the evaluation criteria defined herein.

NOTE: In order to submit a bid price for any of the four Maintenance District Areas being solicited herein, proposers are required to provide a bid price for the Primary GPS/GIS Tree Inventory Service, per Schedule of Prices, Form PW 2.1. Proposers are not required to submit a bid price for all Maintenance District Areas, only for the specific Maintenance District Area(s) for which services are being proposed.

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

Public Works Business Opportunities Website Registration:

All interested proposers for this RFP are strongly encouraged to register at <http://dpw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works websites automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise:

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the Countys Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The Countys LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

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

1. Proposer must have a minimum of 3 years of experience in performing tree trimming and related work. Additionally, Proposer must have received and successfully completed at least one large tree work project within the last 3 years (Trimming over 500 trees per project). Subcontractors will not be allowed to fulfill this requirement.
2. Proposer must submit a copy of a valid and active State of California C-27 Contractors Class, Landscaping License and a C-61 (D-49), Limited Specialty Class, Tree Trimming License at the time of proposal submission. Subcontractors will not be allowed to fulfill this requirement.
3. Proposer and/or its Subcontractor(s), if any, must submit a copy of valid and active International Society of Arboriculture arborist certifications for at least two certified arborists who will be available to perform requested work.
4. Proposer and/or its Subcontractor(s), if any, must submit a copy of a valid and active International Society of Arboriculture tree worker certification with either aerial lift or climber specialist designation for each employee who will be available to perform requested tree work.
5. Proposer and/or its Subcontractor(s), if any, 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.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
CONTRACTOR'S UTILIZATION PARTICIPATION FOR
AS-NEEDED TREE TRIMMING AND RELATED WORK PROGRAM**

SELECTED FIRMS

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet
International Environmental Corporation	✓	✓	✓	✓	n/a	n/a
Medium-Sized Business Category Contractor Name						
Golden West Arbor Services, Inc.	n/a	n/a	n/a	n/a	n/a	n/a
United Pacific Services, Inc.	n/a	n/a	n/a	n/a	n/a	n/a
Large-Sized Business Category Contractor Name						
Mariposa Landscapes, Inc.	n/a	n/a	✓	n/a	n/a	n/a
West Coast Arborists, Inc.	n/a	n/a	n/a	n/a	n/a	n/a

NON-SELECTED FIRMS

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet
none						
Medium-Sized Business Category Contractor Name						
none						
Large-Sized Business Category Contractor Name						
none						