



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE

REFER TO FILE: **AS-0**
001075
Amendment1

March 27, 2003

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:

**JANITORIAL SERVICES FOR
ROAD MAINTENANCE - BALDWIN PARK YARD AND
FLOOD MAINTENANCE - LONGDEN YARD
SUPERVISORIAL DISTRICTS 1 AND 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve an amendment to Contract No. 001075 with MS & ES, Inc., d.b.a., Advance Building Maintenance Company, located in Whittier, California, for janitorial services at Public Works' facilities in Altadena, Baldwin Park, and Irwindale, to increase the service area.
2. Authorize Public Works to encumber an additional \$8,000 for the remainder of this contract's final year, increasing the contract's annual not-to-exceed amount from \$23,713 to \$31,713, plus five percent for unforeseen additional janitorial services beyond the contemplated scope of this contract. Funds are available in Public Works' 2002-03 budget.
3. Authorize the Director of Public Works to execute the amendment upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The contractor currently provides janitorial services at Public Works facilities in Altadena, Baldwin Park, and Irwindale. Additional janitorial services are required at facilities in Pasadena and Baldwin Park that are not being provided under the existing contract. This contract was awarded in 2000 for one year with two 1-year options. As this contract will be expiring this fall, we are beginning the resolicitation process for these services, and with the small amount of additional services involved, along with the contractor's familiarity with the contract requirements at these and/or nearby facilities, it is desirable to expand the service received under the existing contract.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide additional services in a timely and cost-effective manner.

FISCAL IMPACT/FINANCING

The existing contract for these janitorial services is for an annual amount not to exceed \$23,713, plus five percent for additional, unforeseen janitorial services beyond the contemplated scope of this contract. This amendment would add \$8,000 (\$1,134.50 per month) increasing the contract's annual amount to \$31,713, plus five percent. The additional amount is based on the contractor's reasonable estimates of time to perform the requested work. Funds are available in Public Works' 2002-03 budget to cover the cost of the additional services. There will be no impact on net County cost. This Proposition A contract will continue to be cost-effective at the increased amount.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Upon your Board's delegation of authority and approval as to form by County Counsel, the contractor and the Director will execute the amendment (Enclosure).

CONTRACTING PROCESS

Not applicable.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The amendment will not result in the displacement of any County employees.

CONCLUSION

Please send one approved copy of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.: 1

cc: Chief Administrative Office
County Counsel
Auditor-Controller (Dewitt Roberts)
Office of Affirmative Action Compliance (Bob Valdez)

ENCLOSURE

SAMPLE AMENDMENT NO. 1 TO CONTRACT 001075

THIS AMENDMENT, made and entered into this _____ day of _____, 2003.

WHEREAS, Contract No. 001075 was entered into between the County of Los Angeles (County) and MS & ES, Inc., d.b.a., Advance Building Maintenance Company (Contractor), on September 11, 2000, for janitorial services for the Department of Public Works at various locations in the San Gabriel Valley for an annual price of \$23,712.96; and

WHEREAS, Public Works now requires janitorial services at facilities at 2986 New York Drive, Pasadena, and 2811 Woodlyn Drive, Pasadena, three times weekly, reasonably estimated to require 50 hours per month; and

WHEREAS, the Contractor currently provides janitorial services two times weekly at Fleet Management - Altadena Shop, 252 West Mountain View Street, Altadena, and Public Works now requires services at that location three additional times weekly, reasonably estimated to require 15 hours per month; and

WHEREAS, the Contractor currently provides janitorial services at Fleet Management - Baldwin Park Yard, 14747 East Ramona Boulevard, Baldwin Park, and Public Works now requires janitorial services for a new bathroom at that location five times weekly, reasonably estimated to require seven hours per month; and

WHEREAS, Contractor is willing to perform such additional services at the contract rate for additional work of \$15.75 per hour; and

WHEREAS, the Contractor has previously agreed to provide jury service benefits in accordance with the Contractor Employee Jury Service Ordinance;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The Contractor will provide janitorial services at the locations and times stated in Exhibit A for additional annual compensation of \$1,134.50 per month through the remaining term of the contract;
2. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor,

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on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3. For purposes of the Jury Service Program, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.
4. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of the Jury Service Program. The provisions of these Jury Service Program provisions shall be inserted into any such subcontract agreement.
5. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
6. Contractor's violation of the Jury Service Program provisions of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
7. The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services

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rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

8. All other prices, terms, conditions, requirements, and specifications of the original Contract shall remain in effect and unchanged.

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 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 _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____

MS & ES, INC., d.b.a., ADVANCE
BUILDING MAINTENANCE COMPANY

By _____
President

By _____
Secretary