



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 31, 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

41 May 31, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**SERVICES CONTRACT
AWARD SERVICES CONTRACT FOR
MAINTENANCE AND INSPECTION SERVICES
FOR SAN GABRIEL DAM HYDROELECTRIC PROJECT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to award a services contract for maintenance and inspection services for the Department of Public Works' hydroelectric facility located at San Gabriel Dam.

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 services contract for Maintenance and Inspection Services for San Gabriel Hydroelectric Project in an annual sum of \$457,478, which includes \$30,000 for reimbursement of parts to EthosEnergy Field Services, LLC. This contract will be for a term of 1 year commencing upon execution of the contract by both parties 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 potential maximum contract sum of \$2,516,129.
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, the EthosEnergy Field Services, LLC, 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 of the County 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 intermittent maintenance and inspection services for the Department of Public Works' hydroelectric facility located at the San Gabriel Dam. The equipment on the hydroelectric plant is highly specialized and the proposed services are for troubleshooting and repair, as well as periodic maintenance and inspection intended to detect emerging issues before they manifest into problems. The use of this specialized service will allow the County's only hydroelectric plant to be maintained in working condition by skilled personnel who have gained years of experience working on a multitude of hydroelectric plant facilities.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision 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 annual contract amount is \$457,478, which includes \$30,000 for reimbursement of parts, plus 10 percent for additional work within the scope of the contract and cost-of-living adjustments in accordance with this contract with a maximum potential contract sum of \$2,516,129. This amount is based on the unit prices and hourly rates quoted by the contractor and Public Works' estimated annual utilization of the contractor's 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 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 EthosEnergy Field Services, LLC, located in Santa Fe Springs, California. This contract will commence upon execution of the contract by both parties for a period of 1 year. With the Board's delegated authority, the Director of Public Works 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 EthosEnergy Field Services, LLC, 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 November 9, 2015, the Request for Proposals (RFP) for this solicitation was submitted to the appropriate unions 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 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(b) of the CEQA.

CONTRACTING PROCESS

On November 10, 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 and 65 independent contractors and community business enterprises about this business opportunity.

On December 9, 2015, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. The proposal having met these requirements, was 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 utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive and responsible proposer, EthosEnergy Field Services, LLC. Public Works determined the contractor's price to be reasonable for the work requested.

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 cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JQ:so

Enclosures

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

AGREEMENT FOR
MAINTENANCE AND INSPECTION SERVICES FOR
SAN GABRIEL DAM HYDROELECTRIC PROJECT (2015-AN022)

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 ETHOSENERGY FIELD SERVICES, LLC, a Nevada Limited Liability Company (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 December 9, 2015, hereby agrees to provide services as described in this Contract for Maintenance and Inspection Services for San Gabriel Dam Hydroelectric Project.

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, San Gabriel Dam Hydroelectric Project - Location Map; Exhibit H, San Gabriel Dam Hydroelectric Project - Site Plan; Exhibit I, San Gabriel Dam Hydroelectric Project - Operational Diagram; Exhibit J, San Gabriel Dam Hydroelectric Project - Various Part Weights; Exhibit K, San Gabriel Dam Hydroelectric Project - Lubricants and Capacities; Exhibit L, Equipment Description; Exhibit M, Existing Equipment Incorporated Into Control and Protection Systems Upgrade for San Gabriel Hydroelectric Projects; 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 \$457,478 per year, which includes \$30,000 for reimbursement of parts or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing upon execution of the Contract by both parties. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year for a maximum potential contract of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this

Contract may be extended 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. In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months for the convenience of the COUNTY.

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

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

ETHOSENENERGY FIELD SERVICES, LLC

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-AED957
Bid Title : As-Needed Maintenance and Inspection Services for San Gabriel Dam Hydroelectric Project
Bid Type : Service
Department : Public Works
Commodity : ENGINEERING - HYDROELECTRIC
Open Date : 11/10/2015
Closing Date : 12/9/2015 5:30 PM
Bid Amount : \$ 500,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for San Gabriel Dam Hydroelectric Project – Maintenance and Inspection Services (2015-AN022). 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 these services is estimated to be \$500,000. 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. Andres Campaz at (626) 458-4072 or acampaz@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:

1. 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. Pending registrations will not be accepted.
2. Proposer or its managing employee must have a minimum of five years of experience providing inspection and appraisal testing of electrical system services to large organizations and performing the type of service solicited.
3. Proposer's on-site supervising employee must have at least three years of experience performing the service solicited to a large organization.
4. Proposer must hold a valid and active State of California-issued C-10 State Contractor's License to perform the electrical work.

A Proposers' Conference will be held on Tuesday, November 24, 2015, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. A walk-through will be conducted after the conference ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through 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 Wednesday, December 9, 2015, at 5:30 p.m. Please direct your questions to Mr. Campaz at the number listed on the previous page.

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 : Andres Campaz
Contact Phone# : (626) 548-4072
Contact Email : acampaz@dpw.lacounty.gov
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