



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

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

GAIL FARBER, Director

February 02, 2010

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 FEBRUARY 2, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR SAN GABRIEL DAM
HYDROELECTRIC PROJECT - MAINTENANCE AND INSPECTION SERVICES
IN THE CITY OF AZUSA
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to award a contract for inspection and maintenance services for the Public Works' hydroelectric facility located at 9700 North San Gabriel Canyon Road in Azusa, California.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for maintenance and inspection services in an annual sum not to exceed \$225,561 to Wood Group Field Services, Inc., d.b.a. Thomason Mechanical Corporation, located in Vernon, California. This contract will be for a term of one year commencing upon Board approval, with two 1-year renewal options, not to exceed a total contract period of three years and a potential maximum contract sum of \$676,683.
3. Authorize the Director of Public Works (Director) 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.

4. Authorize the Director or her designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Director, the Wood Group Field Services, Inc., d.b.a. Thomason Mechanical Corporation has fully 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, 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 inspection and maintenance services for the Department of Public Works' (Public Works) hydroelectric facility located at 9700 North San Gabriel Canyon Road in Azusa, California. Public Works has contracted for these services since 1993.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (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 not to exceed \$225,561 plus 10 percent for additional work within the scope of the contract and the annual cost-of-living adjustment in accordance with County policy and the terms of the contract. This amount is based on the annual price quoted by the contractor and Public Works estimated utilization of the service.

The County of Los Angeles Board of Supervisors' (Board) direction to negotiate contract cost reductions in exchange for a contract extension does not apply to this contract because this was an active solicitation underway prior to June 16, 2009. Public Works successfully negotiated with the contractor to reduce their rate by 0.56 percent discount from an estimated annual cost of \$226,823 to \$225,561, without adding extension years.

Funding for these services is included in the Fiscal Year 2009-10 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds for the contract's optional years, 10 percent additional funding for contingencies, and the annual cost-of-living adjustment in accordance with County policy and the terms of the contract will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will be in 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 Wood Group Field Services, Inc., d.b.a. Thomason Mechanical Corporation was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirement of the Chief Executive Officer and your Board.

This contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: the County of Los Angeles' (County's) Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board directed clauses that provide for contract termination or renegotiation.

Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Wood Group Field Services, Inc., d.b.a. Thomason Mechanical Corporation. This contract will commence upon Board approval, for a period of one year. With your Board's delegated authority, the Director or her designee may renew the contracts for two 1-year renewal options, not to exceed a total contract period of three years and a potential maximum contract sum of \$676,683.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable Memorandum of Understanding, the Request for Proposals (RFP) for these contracted services was submitted on August 3, 2009, to the appropriate unions for review. The unions have 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).

This contract includes a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved 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 they meet the criteria set forth in Section 15301(b) of

CEQA.

CONTRACTING PROCESS

On August 3, 2009, Public Works solicited proposals from 53 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On August 31, 2009, two proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified for not meeting the minimum requirements of this RFP. The other proposal having met these requirements was then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references utilizing the informed averaging methodology. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, Wood Group Field Services, Inc., d.b.a. Thomason Mechanical Corporation. Public Works determined the contractor's price to be reasonable for the work.

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 Public Works, Administrative Services Division.

Respectfully submitted,



GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

AGREEMENT FOR
SAN GABRIEL DAM HYDROELECTRIC PROJECT - MAINTENANCE AND
INSPECTION SERVICES (2009-AN021)

THIS AGREEMENT, made and entered into this ____ day of _____, 2010, 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 WOOD GROUP FIELD SERVICES, INC., DBA THOMASON MECHANICAL CORPORATION, a 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 August 31, 2009, hereby agrees to provide services as described in this Contract for San Gabriel Dam Hydroelectric Project-Maintenance and Inspection Services (2009-AN021).

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, San Gabriel Dam Hydroelectric Project - Location Map; Exhibit F, San Gabriel Dam Hydroelectric Project - Site Plan; Exhibit G, San Gabriel Dam Hydroelectric Project - Operational Diagram; Exhibit H, San Gabriel Dam Hydroelectric Project - Various Part Weights; Exhibit I, San Gabriel Dam Hydroelectric Project - Lubricants and Capacities; Exhibit J, Equipment Description; Exhibit K, Existing Equipment Incorporated Into Control and Protection Systems Upgrade for San Gabriel Hydroelectric Project; 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-2.1, an amount not to exceed \$225,561 per year, 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 Board approval. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period 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.

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-2.1, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed 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. 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-2.1 (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 nine 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.

ELEVENTH: The COUNTY and CONTRACTOR hereby agree that the CONTRACTOR shall not be responsible or held liable for consequential and incidental damages, including loss of profit, loss of product, or business interruption.

TWELFTH: The following is added to Exhibit B, Section 5.F:

5. Notwithstanding the above, CONTRACTOR'S liability to COUNTY shall not exceed the amount of \$5 million.

THIRTEENTH: The COUNTY and CONTRACTOR hereby agree that the CONTRACTOR shall pay the COUNTY, or the COUNTY may withhold from monies due the CONTRACTOR, liquidated damages in the sum of \$1,500 for each consecutive calendar day, up to a maximum of five days or a maximum of \$7,500 per incident, that the CONTRACTOR fails to complete work within the time specified unless otherwise provided in the Contract.

FOURTEENTH: 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 K, inclusive, the COUNTY'S provisions shall control and be binding.

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

SIXTEENTH: 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:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

WOOD GROUP FIELD SERVICES, INC.,
DBA THOMASON MECHANICAL
CORPORATION

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-ASD 759

Bid Title : San Gabriel Dam Hydroelectric Project-Maintenance and Inspection Services (2009-AN021).

Bid Type : Service

Department : Public Works

Commodity : ENGINEERING - HYDROELECTRIC

Open Date : 8/4/2009

Closing Date : 8/17/2009 9:00 AM

Bid Amount : \$ 250,000

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 (2009-AN021). The annual contract amount of this service is estimated to be \$250,000. 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. Edwin Manoukian at (626) 458 4057, emanoukian@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, having a valid and active California-issued C-10 State Contractor's License to perform the electrical work. Proposer or its managing employee must have a minimum of five years' experience providing inspection and appraisal testing of electrical system services to large organizations, and the Proposer's on-site supervising employee must have at least three years' experience providing inspection and appraisal testing of electrical system services for large organizations.

A Proposers' Conference will be held on Monday, August 17, 2009, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. 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 and walk-through, it may be impossible to respond to further requests for information. The deadline to submit proposals is Monday, August 31, 2009, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number above.

Contact Name : Edwin Manoukian

Contact Phone# : (626) 458-4057

Contact Email : emanoukian@dpw.lacounty.gov

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