



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

**ADOPTED**


BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

IN REPLY PLEASE  
REFER TO FILE

June 04, 2024

64 June 4, 2024

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

  
EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**SERVICES CONTRACT  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ON-CALL WATER CONSERVATION BEST MANAGEMENT PRACTICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to WaterWise Consulting, Inc., a Community Business Enterprise, to assist the Los Angeles County Waterworks Districts and Marina del Rey Water System in implementing on-call water conservation best management practices, required by the California Urban Water Conservation Council for urban water conservation in California throughout various areas within the County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICTS AND MARINA DEL REY WATER SYSTEM:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record.
2. Award the contract to WaterWise Consulting, Inc., a Community Business Enterprise, for on-call water conservation best management practices. This contract will be for a period of 1 year 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 \$753,225.

3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, WaterWise Consulting, Inc., a Community Business Enterprise, 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 and/or terminate the contract for convenience if it is in the best interest of the County to do so.

4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential 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 actions is to award a services contract to WaterWise Consulting, Inc., a Community Business Enterprise, to assist the Los Angeles County Waterworks Districts (LACWD) and Marina del Rey Water System in implementing on-call water conservation best management practices, required by the California Urban Water Conservation Council (CUWCC) in the Memorandum of Understanding regarding urban water conservation in California.

The work to be performed will consist of developing and implementing indoor and outdoor water use surveys for single- and multi-family residential, commercial, industrial, and institutional large landscape customers, including development and implementation of a tracking database and providing monthly reports to LACWD and Marina del Rey Water System. Contractor shall distribute information to customers during the survey process regarding incentives toward purchase of approved water saving devices and appliances, as well as public information programs promoting water conservation measures and water conservation related benefits.

Implementation of these practices is required by the CUWCC for urban water conservation in California. The current contract with WaterWise Consulting, Inc. has a final expiration date of November 4, 2024; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual amount is \$124,500 plus 10 percent of the annual contract sum for additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract. Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent

renewal terms, including the four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with an estimated maximum potential contract sum of \$753,225. This amount is based on the annual unit prices quoted by the contractor and estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding. Adjustments will be made to the annual contract's 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.

Funding for the first year of these services is included in the County of Los Angeles Waterworks Districts, General Funds (Funds N18, N32, N46, N49, N58, and N63 Services and Supplies) Fiscal Year 2023-24 Budgets. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process. Adjustments will be made to the annual contract's 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.

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

County Counsel has reviewed the contract as to form (Enclosure A) prior to approval. The recommended contract with WaterWise Consulting, Inc., a Community Business Enterprise, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and Community Business Enterprise program information. 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.

Public Works has evaluated and determined that the Living Wage Program (County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an on-call and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed action to develop, implement, track, and report water use survey information for residential, commercial, and industrial properties is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

### **CONTRACTING PROCESS**

On July 31, 2023, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). A total of 10 firms registered through the "Do Business with Public Works" website, four as prime and six as subcontractors. In addition, Public Works informed 1,419 Local

Small Business Enterprises, 156 Social Enterprises, 159 Disabled Veteran Business Enterprises, 806 Community Business Enterprises, 1,385 Community-Based Organizations, 163 independent contractors, various business development centers, and municipalities about this business opportunity.

On September 11, 2023, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, 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 this contract be awarded to the responsive and responsible proposer, WaterWise Consulting, Inc., a Community Business Enterprise, located in Glendora, California. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union on this solicitation.

The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

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

The award of this contract will continue the services without disruption to the public and 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 Public Works, Business Relations and Contracts Division.

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:SK;sc

Enclosures

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

AGREEMENT FOR  
ON-CALL WATER CONSERVATION SERVICES  
BEST MANAGEMENT PRACTICES (BRC0000434)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the LOS ANGELES COUNTY WATERWORKS DISTRICTS AND MARINA DEL REY WATER SYSTEM, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and WATERWISE CONSULTING, INC., a California corporation, located at 1751 South Grand Avenue, Glendora, CA 91740 (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 DISTRICTS, of the CONTRACTOR'S Proposal filed with the DISTRICTS on August 28, 2023, hereby agrees to provide services as described in this Contract for On-Call Water Conservation Services Best Management Practices (BRC0000434).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Form PW-2); 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, Map of Districts; Exhibit H, Memorandum of Understanding – Urban Water Conservation in California; Exhibit I, Residential Water Use Survey Authorization Agreement; 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 DISTRICTS and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICT 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 shall the DISTRICT pay the CONTRACTOR providing service under this Contract an annual amount in excess of \$124,500 or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of 1 year commencing upon Board's approval and final execution, whichever occurs last. The DISTRICTS shall have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option shall be exercised at the sole discretion of the DISTRICTS. The DISTRICTS, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the DISTRICTS, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the DISTRICTS may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for

CONTRACTOR performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days. The Director shall provide a written notice of nonrenewal at least 10 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. Where services for a given project have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be extended solely to allow for the completion of such services.

FIFTH: 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.

SIXTH: Public Works, acting through the DISTRICTS, 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 shall 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:

Districts of Los Angeles County, 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 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the DISTRICTS, be increased at the time of contract renewal, if exercised by the DISTRICTS, based on the most recently published percentage

change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which shall be the effective date for any cost-of-living adjustment (COLA). However, any increase shall not exceed the general salary movement granted to the DISTRICTS 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 DISTRICTS employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the DISTRICTS specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through I, inclusive, the DISTRICTS provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the DISTRICTS requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the DISTRICTS and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and the Districts (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the DISTRICT 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.

LOS ANGELES COUNTY  
WATERWORKS DISTRICTS AND  
MARINA DEL REY WATER SYSTEM  
a body corporate and politic

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Type/Print Name

WATERWISE CONSULTING, INC.

By \_\_\_\_\_  
Its Chief Executive Officer

\_\_\_\_\_  
Type/Print Name

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

\_\_\_\_\_  
Type/Print Name



**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL WATER CONSERVATION SERVICES BEST MANAGEMENT PRACTICES**

**SELECTED FIRMS**

Proposer Name	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
WaterWise Consulting, Inc	No	Yes	Yes	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

<b>FIRM INFORMATION*</b>	WaterWise Consulting, Inc.
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<b>BUSINESS STRUCTURE</b>	Corporation
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CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP
<b>OWNERS/PARTNERS</b>	Black/African American	0
	Hispanic/Latino	2/100%
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	0
	<b>TOTAL</b>	2
	<i>Female (included above)</i>	0

<b>COUNTY CERTIFICATION</b>	
CBE	Yes
LSBE	No

<b>OTHER CERTIFYING AGENCY</b>	Supplier Clearinghouse
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\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

BRC0000434			
<b>Title:</b>	On-Call Water Conservation Services Best Management Practices		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$100,000.00
<b>Commodity:</b>	WATER CONSERVATION KITS		
<b>Description:</b>	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On Call Water Conservation Services Best Management Practices (BRC0000434) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1 year term and potential additional four 1 year renewal options. The total annual contract amount of this service is estimated to be \$100,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <a href="http://pw.lacounty.gov/brcd/servicecontracts">http://pw.lacounty.gov/brcd/servicecontracts</a> or may be requested from Messrs. Dwayne Case at (626) 458-2575; <a href="mailto:dcase@pw.lacounty.gov">dcase@pw.lacounty.gov</a> or Danny Medina at (626) 458-4080 or <a href="mailto:dmedina@pw.lacounty.gov">dmedina@pw.lacounty.gov</a>, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <a href="http://pw.lacounty.gov/brcd/servicecontracts">http://pw.lacounty.gov/brcd/servicecontracts</a>.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at <a href="http://pw.lacounty.gov/general/contracts/opportunities">http://pw.lacounty.gov/general/contracts/opportunities</a>. 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 website's automatic notification system.</p> <p>Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise</p> <p>The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's 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: <a href="http://dcba.lacounty.gov">http://dcba.lacounty.gov</a>.</p> <p>Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited</p>		

to:

**IMPORTANT:** Subcontracting is not allowed to fulfill any of the minimum mandatory requirements and will not be allowed for any portion of the resultant contract.

1. Proposer must have a minimum of 3 years of experience performing indoor and outdoor water usage surveys.
2. Proposer's managing employee assigned to this project must have a minimum of 3 years of experience performing landscape irrigation.
3. Proposer's employee(s) performing the Survey related Task C.1 as required in Exhibit A, Scope of Work, must be a valid/active Certified Landscape Irrigation Auditor certified by the Irrigation Association, or a valid/active Landscape Industry Certified Technician certified by the California Landscape Contractor Association.

There is no mandatory conference and/or walk-through requirements for this solicitation. The deadline to submit written questions for a response is Thursday, August 10, 2023, by or before 5:30 p.m.

The deadline to submit proposals is Monday, August 28, 2023, at 5:30 p.m. Please direct your questions to Messrs. Case at (626) 458-2575 or Medina at (626) 458 4080. See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.

[Less](#)

<b>Open Day:</b>	7/31/2023	<b>Closed Date:</b>	9/11/2023 5:30:00 PM
<b>Contact Name:</b>	Dwayne Case	<b>Contact Phone:</b>	(626) 458-2575
<b>Contact Email:</b>	dcase@dpw.lacounty.gov		