



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE

March 11, 2025

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:

**WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT FOR
ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY
CLEARING SERVICES – WEST AREA
(SUPERVISORIAL DISTRICTS 1, 3, AND 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a service contract to International Environmental Corporation, a Local Small Business Enterprise and Community Business Enterprise, for annual and on-call soft-bottom channel facility clearing services at various locations within the west maintenance area of the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

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.
2. Award and delegate authority to the Director of Public Works or his designee to execute a contract with International Environmental Corporation for annual and on-call soft-bottom channel facility clearing services in the west maintenance area. 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 \$2,164,653.
3. Delegate authority to the Director of Public Works or his designee 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, International Environmental Corporation 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 service contract to International Environmental Corporation to provide annual and on-call soft-bottom channel facility clearing services at various locations within the west maintenance area of the County of Los Angeles. The work to be performed will consist of the annual clearing, removal, and off-site disposal of brush, standing vegetation, rubbish, and debris; removal and trimming of trees; and other incidental and appurtenant work necessary to restore the capacity of existing earthen-bottom channels. Earthen-bottom channels are environmentally sensitive locations. Non-native vegetation, a limited amount of native vegetation, trees, all litter, debris, and other such foreign materials must be removed in compliance with permits issued by the regulatory agencies. This will reduce the risk of flooding in the surrounding communities.

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 iii, Natural Resources; Focus Area Goal E, Economic Health, Strategy ii, Small Businesses; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal D, Streamlined and Equitable Contracting and Procurement, Strategy ii, Modernize Contracting and Procurement; and Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets. The recommended action supports ongoing efforts to manage and improve public infrastructure assets by contracting with the contractor who has the expertise to provide these services accurately, efficiently, timely, and in a responsive manner, which will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract sum is \$393,574. The contract includes 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 \$2,164,653. Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms. 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.

Funding for the first year of this service is included in the Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2025-26 Budget, which will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies). When the need arises for services under this contract, financing the

required services will be from the appropriate funding source. Total annual expenditure for this service, however, will not exceed the contract's amount approved by the Board. 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

County Counsel has reviewed the contract as to form (Enclosure A) prior to approval. The recommended contract with International Environmental Corporation, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. This contract will commence on July 1, 2025, or upon final execution by both parties, whichever occurs last, for a period of 1 year.

A standard service contract was used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' 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 current contract will expire on June 30, 2025. The award of this contract will continue the current services by the recommended contractor.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act. This service is 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(i) of the California Environmental Quality Act Guidelines and Class 1, Subsection (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, the contract work involves annual and on-call channel clearing services to maintain the flood control capacity of existing soft-bottom channels located within the western portions of the County of Los Angeles, which will comply with all applicable regulations. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that this activity may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable based on the records of the activity.

CONTRACTING PROCESS

In 2015, the enclosed notices of the Request for Statement of Qualifications (RFSQ) (Enclosure C), were placed on the "Doing Business with Los Angeles County" website "Do Business with Public Works" website, and X (formerly known as Twitter). Advertisement and outreach activities were conducted during the RFSQ process. Also, Public Works informed over 1,200 Local Small Business Enterprises, 298 independent contractors, various business development centers, and municipalities about this business opportunity. The Statement of Qualifications were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology for

applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, four statements received a passing score and were placed on the Qualified Contractor's List.

On January 30, 2024, Public Works issued an Invitation for Bids soliciting bids from the four responsive and responsible vendors on the Qualified Contractor's List.

On April 4, 2024, three bids were received. The bids were evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the lowest cost, responsive and responsible contractor, International Environmental Corporation, located in Panorama City, California. Public Works notified the applicable union of this solicitation.

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 employee as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Stormwater Maintenance 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" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA, PE

Director

MP:SN:mg

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office, Board of Supervisors

AGREEMENT FOR
ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING
SERVICES – WEST AREA (BRC0000479)

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, 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 INTERNATIONAL ENVIRONMENTAL CORPORATION, a California corporation, located at 13432 Wentworth Street, Arleta, CA 91331, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Bid filed with the COUNTY on April 4, 2024, hereby agrees to provide services as described in this Contract for Annual and On-Call Soft Bottom Channel Facility Clearing Services – West Area.

SECOND: This AGREEMENT, together with Exhibit A.1, (Supplemental) Scope of Work; Exhibit A.2, Schedule of Prices; 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.1, (Supplemental) Performance Requirements Summary; Exhibit G.1, Intentionally Omitted; Exhibit H.1, Intentionally Omitted; Exhibit I.1, Intentionally Omitted; Exhibit J.1, Intentionally Omitted; Exhibit K.1, Bid Submission Instructions; Exhibit L.1, Intentionally Omitted; Exhibit M.1, Intentionally Omitted; Exhibit N, Los Angeles County Flood Control District Soft-Bottom Channel Reach Maps; Exhibit O, On-Road Diesel-Fueled Vehicles Emissions Inventory Reporting Form; Exhibit P, Nationwide Permit from Department of the Army, Army Corps of Engineers; Exhibit Q, Waste Discharge Requirements Permit from Los Angeles Regional Water Quality Control Board; Exhibit R, Streambed Alteration Agreement from California Natural Resources Agency Department of Fish and Wildlife; Exhibit S, Trash Disposal and Green Waste Recycling Report; the CONTRACTOR'S Statement of Qualifications and Bid Submissions, all attached hereto; the Request for Statement of Qualifications (RFSQ); and Addenda to the RFSQ and the Invitation for Bids (IFB) and Addenda thereto, 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 Bid and attached hereto as Form PW-2.1, an amount not to exceed \$357,794 per year, which includes \$71,559 disposal fee reimbursement, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25% from the previous contract terms will roll over into subsequent renewal terms.

FOURTH: This Contract's initial term will be for a period of 1 year commencing on

July 1, 2025, or upon the Board's approval and execution of this Agreement by both parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and 6 month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will 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 10 days prior to the end of each term. At the sole discretion of the COUNTY, 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 COUNTY 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 will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will 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 will bill monthly, in arrears, for the work performed during the preceding month. Work performed will 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 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 must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

Los Angeles County Public Works
 Attention Fiscal Division, Accounts Payable
 P.O. Box 7508
 Alhambra, CA 91802-7508

SEVENTH: In no event will 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 must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must 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 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 for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase will 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 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 Bid, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A.1 through S, inclusive, the COUNTY'S provisions will control and be binding.

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

THIRTEENTH: 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. 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 will 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 will be legal and binding and will 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 County (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 will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[illegible]

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:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

INTERNATIONAL ENVIRONMENTAL
CORPORATION

By _____
Its Chief Executive Officer

Type/Print Name

By _____
Its Secretary

Type/Print Name

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING SERVICES - SOUTH**

SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	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
International Environmental Corporation	Yes	Yes	Yes	N/A	N/A	N/A	N/A	N/A

NON-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
J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company	Yes	Yes	N/A	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,

FIRM INFORMATION*		International Environmental Corporation	J. Orozco Enterprises, Inc. dba Orozco Landscape and Tree Company
BUSINESS STRUCTURE		Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP	
OWNERS/PARTNERS	Black/African American	0	0
	Hispanic/Latino	2/100%	1/100%
	Asian or Pacific Islander	0	0
	Native American	0	0
	Subcontinent Asian	0	0
	White	0	0
	TOTAL	66	46
	Female (included above)	3	6
COUNTY CERTIFICATION			
CBE		N	N
LSBE		Y	Y
OTHER CERTIFYING AGENCY		National Minority Supplier Development Council; Supplier Clearinghouse	

*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,



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Solicitation Detail

Solicitation Number:	PW-AED956		
Title:	RFSQ for As-Needed Channel Clearing Services		
Department:	Public Works		
Bid Type:	Commodity	Bid Amount:	N/A
Commodity:	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests statement of qualifications (SOQ) for the contract for As-Needed Channel Clearing Services (2015-SQAN007). The purpose of this solicitation is to establish a qualified list of contractors that can perform work under this Master Agreement when the County anticipates the need for channel clearing services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/aed/contracts or may be requested from Ms. Jessica Chuang at (626) 458 4169 or jchuang@dpw.lacounty.gov, 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 http://dpw.lacounty.gov/aed/contracts.</p> <p>Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:</p> <p>Subcontractors are not allowed for this service except for the use of services of an arborist and/or a horticulturist.</p> <ol style="list-style-type: none"> Proposers must have a minimum of three years of experience providing landscaping services similar to the service being solicited. Proposer must submit a copy of a valid and active State of California Contractor's Class C-27 (Landscaping Contractor) license. Proposer must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). Proposers who do not possess the permit at the proposal deadline date may submit other forms of verification including, but not limited to, a copy of DPH's invoice to Proposer for permit fees along with a copy of proof of payment, such as a cashier's check, money order, or cancelled check (showing payment to DPH at least five days prior to the proposal submission). Proposer and/or its subcontractor employee(s) must submit a copy of a valid and active arborist and/or horticulturist certification. Proposer 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. <p>Once the need to utilize the contractor's services is identified, Public Works will send out an Invitation for Bids to all contractors determined to be qualified through this solicitation process ("Qualified Contractors") with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to the established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.</p> <p>Public Works may release an Invitation for Bids to Qualified Contractors in the near future. This RFSQ process may take several weeks to process before a Qualified Contractor list is generated. Therefore, it is imperative that Proposers return all SOQ material no later than November 23, 2015, at 5:30 p.m.</p> <p>SOQ that are not submitted by November 23, 2015, may not be reviewed until April 1, 2016. SOQ will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works Cashier's time stamp.</p>		
	Less		
Open Day:	10/26/2015	Close Date:	Continuous
Contact Name:	Ms. Jessica Chuang	Contact Phone:	(626) 458-4169
Contact Email:	jchuang@dpw.lacounty.gov		
Last Changed On:	5/24/2016 7:55:20 AM		
Attachment File (0) :	Click here to download attachment files.		