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COUNTY OF LOS ANGELES

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Richard K. Iizuka
Chief Deputy

June 16, 2009

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:

**APPROVAL OF WEED ABATEMENT CONTRACTS FOR TRACTOR AND HAND
REMOVAL OF WEEDS, BRUSH, AND POISON OAK FOR FISCAL YEAR 2009-2010
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Agricultural Commissioner/Weights and Measures Department (ACWM) provides essential fire prevention services throughout much of the County. A significant amount of the work is performed by vendors providing weed abatement services with hand crews, tractors and specialized power equipment. ACWM is recommending that the Board approve the award of contracts to the vendors specified herein.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Agricultural Commissioner/Director of Weights and Measures to sign contracts, similar to the attached, with Ag Pro's Weed Control, Inc., Javadi Farm Labor, Inc., Nature's Image, Inc., and Powerland Equipment, Inc. for a maximum obligation of \$255,333.75 at no County cost. The contracts are effective commencing July 1, 2009 through June 30, 2010, with two (2) one-year renewal options and six (6) month-to-month extensions.
2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the contracts in a maximum amount not to exceed 15 percent of the original, individual 2009-10 contract amounts, at no County cost, subject to review and approval by County Counsel and the Chief Executive Office and notification to Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable ACWM to continue providing essential fire prevention services throughout the unincorporated areas and 68 cities in Los Angeles County.

The success of the Weed Abatement Program depends on the timely abatement of hazardous fire conditions. An integral part of the annual program is the use of hand crews, tractors, and specialized power equipment which are furnished under contract by private vendors. For many years, your Board has approved similar contracts for the Department's Weed Abatement Program.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of:

- Goal 1 (Operational Effectiveness): The use of vendors allows ACWM to respond quickly and efficiently to the highly seasonal workload inherent in hazardous weed and brush removal. In addition, the assistance provided by vendors for certain routine weed and brush clearing operations allows ACWM personnel to effectively respond to more challenging situations.
- Goal 3 (Community and Municipal Services): The timely removal of hazardous weeds and brush improves the quality of life for the residents throughout much of Los Angeles County including the many unincorporated communities.
- Goal 5 (Public Safety): Timely removal of hazardous weeds and brush helps to protect the lives and property of many of the residents living in areas covered by ACWM's Weed Abatement Program.

FISCAL IMPACT/FINANCING

There is no net County cost. The cost of the program is 100 percent recoverable through property tax liens and direct charges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Unusual or unanticipated weather conditions and accompanying weed growth may require increased vendor utilization. Therefore, we request that your Board delegate authority to the Agricultural Commissioner/Director of Weights and Measures to make amendments to the contracts not to exceed 15 percent of the original, individual 2009-10 contract amounts. The services to be provided under these contracts are of a highly

seasonal, intermittent nature and therefore do not qualify as Proposition A contracts pursuant to County Code 2.121.250. The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreements.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board and CEO requirements.

The contracts have been reviewed by County Counsel and are approved as to form.

CONTRACTING PROCESS

ACWM commenced solicitation for weed abatement services by mailing a notice to 144 potential vendors. The vendor mailing list was generated using vendors known to ACWM or whose advertisements appearing in local Yellow Pages listed the type of work ACWM was soliciting. Potential vendors who had previously contacted ACWM directly expressing an interest in ACWM weed abatement work were included on the list as well. The list was then checked against the 2008, *Los Angeles County, Local Small Business Enterprise, Yellow Pages*. The Request for Proposals (RFP) solicitation was posted on the County of Los Angeles "Doing Business with Us" website. The RFP was also posted on ACWM's website.

On February 19, 2009, representatives from 39 companies attended the Proposers' Conference. Twenty-two (22) proposers submitted proposals for seven (7) separate items in response to this solicitation. Fourteen (14) tractor proposals from eight (8) proposers and 50 handwork proposals from 13 proposers or a total of 64 responsive proposals were evaluated by an evaluation committee comprised of three (3) ACWM staff with no current association with the Weed Abatement Program and rated according to qualifications, equipment/personnel and cost. Of the proposals received, Ag Pro's Weed Control, Inc., Javadi Farm Labor, Inc., Nature's Image, Inc., and Powerland Equipment, Inc., were rated as the highest scoring and most cost-effective proposers to perform the weed abatement services.

Informed Averaging was the scoring method used. All of the scoring and evaluation documents were retained.

Nine (9) vendors requested debriefings after they had been notified that another vendor was being recommended for contract award. None elected to pursue any further stages of the protest process.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the current level of program services for the fiscal year 2009-10, with two (2) one-year renewal options and six (6) month-to-month extensions.

Respectfully submitted,



KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:RKI:RBS:cm

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AG PRO'S WEED CONTROL, INC.

FOR

WEED ABATEMENT SERVICES

**CONTRACT BY AND BETWEEN AG PRO'S WEED CONTROL, INC. AND
COUNTY OF LOS ANGELES FOR WEED ABATEMENT SERVICES**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
AG PRO'S WEED CONTROL, INC.
FOR
WEED ABATEMENT SERVICES**

This Contract and Exhibits made and entered into this 1st day of July, 2009 by and between the County of Los Angeles, hereinafter referred to as the County and Ag Pro's Weed Control, Inc., hereinafter referred to as the Contractor. Ag Pro's Weed Control, Inc. is located at 1151 E. State St., Ontario, CA 91761.

RECITALS

WHEREAS, the County may contract with private businesses for weed abatement services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing weed handwork or rubbish abatement services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule

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- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Definitions

- 2.1.1 "Approved" shall mean that sanction of method or means has been granted by the Agricultural Commissioner/Director of Weights and Measures unless otherwise defined.
- 2.1.2 "Acreage Mowing" shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing using approved equipment.
- 2.1.3 "Call Out" shall refer to a situation where a Contractor has been called back to work on a less than 8 hour non-scheduled work day.
- 2.1.4 "Cluster" shall refer to any combination of two or more weed abatement zones.
- 2.1.5 "Commissioner" shall refer to the Agricultural Commissioner/Director of Weights and Measures of the County of Los Angeles.

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- 2.1.6 "Contract" shall mean the agreement executed between County and Contractor including the Request for Proposals (RFP) which is incorporated into the final contract. It sets forth the terms and conditions for the issuance and performance of *Exhibit A – Statement of Work*.
- 2.1.7 "Contractor" or "Vendor" shall refer to a person or other entity having a contract with the County of Los Angeles for the removal of weeds, brush and/or rubbish, or other specified activities.
- 2.1.8 "County" shall refer to the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.
- 2.1.9 "County Contract Project Monitor" shall refer to the person designated by the County's Project Director to monitor the operations under this contract.
- 2.1.10 "County Project Director" shall refer to the Deputy Agricultural Commissioner/Sealer, the person designated by the Commissioner with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.11 "County Project Manager" shall refer to the person with responsibility to oversee the day to day activities of this Contract including responsibility for inspections of any and all tasks, services or work provided by the Contractor.
- 2.1.12 "Cumulative minimum requirements" shall refer to the minimum requirements for each specific contract that are added to one another to form a greater set of minimum requirements than any single contract. Cumulative minimum requirements may apply when submitting Proposals for more than one contract.
- 2.1.13 "Department" shall refer to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures.
- 2.1.14 "Director" shall mean the current or acting Deputy Director of the Weed Hazard and Pest Management Bureau of the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.
- 2.1.15 "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.16 "Handwork Contract" shall mean that a Contractor is to be compensated on a square-foot basis for work requiring mostly

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manual labor using light tools, like weedeaters, chainsaws, rakes, etc.

- 2.1.17 "Hourly Rubbish Removal Contract" shall mean a Contractor operation for trash removal which shall be compensable on the basis of an hourly rate or fraction thereof.
- 2.1.18 "Hourly Tractor Contract" or "Hourly Contract" shall mean a Contractor tractor/truck operation which shall be compensable on an hourly basis.
- 2.1.19 "Improved Sidewalk" shall mean a sidewalk of concrete or other material which defines borders.
- 2.1.20 "Job Report" shall mean the official daily report generated by the Weed Abatement Division for work accomplished on a given parcel.
- 2.1.21 "Non-responsive" shall mean the failure of a Bidder/Proposer/Vendor to comply with all solicitation requirements making the Bid/Proposal ineligible for consideration during the Evaluation/Review process.
- 2.1.22 "Overtime" shall mean billable time worked over 40 hours during a one week period under an hourly tractor contract.
- 2.1.23 "Overtime Rate" shall mean a premium hourly rate a contractor is permitted to charge for overtime work under an hourly tractor contract. It is intended to offset the additional cost to the Contractor for paying the operator time.
- 2.1.24 "Parcel" shall mean a tract or plot of land as designated by the County Assessor to receive a separate property tax bill.
- 2.1.25 "Parkway" shall mean that area between a curb or street and an improved sidewalk or untraveled portion of roadway corridor.
- 2.1.26 "Perimeter" shall refer to the normal and reasonable boundary line of a parcel and includes, but is not limited to, fence and wall lines, sidewalks, curbs, and corners. "Reasonable" will be determined by the Commissioner or his authorized representative.
- 2.1.27 "Proposer" shall refer to a person or other entity proposing to do the work specified.
- 2.1.28 "Square-Foot Contract" shall mean a Contractor's work shall be compensable on a square-foot basis.

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- 2.1.29 "Square-Foot and/or Hourly" shall mean that a Contractor is to be compensated on a square-foot and/or hourly basis. Determination as to which method of compensation will be used rests with the Commissioner or his authorized representative.
- 2.1.30 "Tractor" refers to mechanical operations requiring a tractor to perform weed abatement work, by pulling a disc, mower or other attachment. Acceptable tractor types, specifications, etc., are found in RFP Sections 1.4 Tractor Specifications Specific to Tractor Contracts and 3.0 Tractor Contracts Available for 2009-2010.
- 2.1.31 "Tumbleweed mowing" shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing tumbleweeds using approved equipment.
- 2.1.32 "Unit" when used in the context of weed and brush handwork contracts means 100 square feet of area.
- 2.1.33 "Weed Abatement Mapbook" shall refer to the current Los Angeles County Assessor's Mapbook on file with the Department of Agricultural Commissioner/Weights and Measures, County of Los Angeles and including any Department-specific notations such as area where work is to be performed and hazards to avoid.
- 2.1.34 "Work standard" is the amount of time it takes to clear a parcel which has been established by an average of prior years Contractor clearances on the parcel.
- 2.1.35 "Zone", "Weed Abatement Zone", or "Cluster" shall refer to the various geographical areas into which the County of Los Angeles has been divided for Weed Abatement purposes. These areas are defined in RFP *Appendix B- Weed Abatement Zones Map*.
- 2.1.36 "Zone/Cluster Provisions" shall mean those additional requirements particular to specific zones/clusters.
- 2.1.37 "Zone Inspector," "Area Inspector" or "Weed Abatement Division" shall mean the Los Angeles County Agricultural Commissioner/Director of Weights and Measures or his authorized representative.