



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 10, 2008

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JUN 17 2008

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

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: INJECTION WELL
REDEVELOPMENT SERVICES
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to award a contract for as-needed and intermittent injection well redevelopment services to restore the wells' maximum performance.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Injection Well Redevelopment Services to Layne Christensen Company, located in Fontana, California, for an annual amount not to exceed \$970,000. This contract will commence on June 13, 2008, or upon your Board's approval, whichever occurs last, for a period of one year with two 1-year renewal options, not to exceed a total contract period of three years.
3. Authorize the Acting Director of Public Works or his designee to annually increase the contract amount up to an additional 15 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.

4. Authorize the Acting Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Acting Director of Public Works, the contractor 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 Acting Director of Public Works, 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 injection well redevelopment services to restore the wells' maximum performance. The work to be performed will consist of performing chemical treatment and mechanical redevelopment on a series of wells, treating wastewater, and obtaining necessary documentation to confirm the redeveloped injection wells meet the Department of Public Works' (Public Works) standards. Public Works has contracted for this service since 2005.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6). 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 \$970,000 plus 15 percent for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor and Public Works' estimated annual utilization of the contractor's services.

Financing for this service is included in the Fiscal Year 2007-08 Internal Service Fund, which will be reimbursed by the Flood Control District Fund. Funds to finance the contract's optional years 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 (Attachment A). The recommended contract with Layne Christensen Company, located in Fontana, California, was solicited on a competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: 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 Los Angeles 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 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 recommended contractor is Layne Christensen Company. This contract will commence on June 13, 2008, or upon your Board's approval, whichever occurs last, for a period of one year. With your Board's delegated authority, the Acting Director of Public Works or his designee may renew this contract for two 1-year renewal options, not to exceed a total contract period of three years.

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 January 30 and May 1, 2008, to the appropriate unions for review. Public Works met with SEIU-Local 721 representatives on May 13, 2008, to discuss their concerns and address their questions regarding this service.

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 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 in accordance with your Board's Policy, which was approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). 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 Class 1, Section 15301 of CEQA.

CONTRACTING PROCESS

On January 30, 2008, Public Works solicited proposals from 147 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On March 28, 2008, two proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Both proposals having met these requirements were 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, references, and equipment. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Layne Christensen Company.

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.

The Honorable Board of Supervisors
June 10, 2008
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CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works,
Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William T. Fujioka", with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
GZ:dw

Attachments (2)

c: County Counsel
Department of Public Works (Flood Maintenance, Water Resources)

AGREEMENT FOR
INJECTION WELL REDEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, 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 LAYNE CHRISTENSEN COMPANY, 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 February 28, 2008, hereby agrees to provide services as described in the attached specifications for Injection Well Redevelopment Services, including, but not limited to, Exhibit A, Scope of Work.

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, Injection Well Location Map; Exhibit F, List of Injection Wells for Redevelopment and Construction Data; Exhibit G, NPDES Permits and Discharge Locations; Exhibit H, Los Angeles County Seawater Barrier Daily Redevelopment Data Sheet; 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 Acting 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-2.2, an amount not to exceed \$970,000 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 on June 13, 2008, or upon Board's approval, whichever occurs last. 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 30 days prior to the end of each term.

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-2.2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. 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-2.2 (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 for the Los Angeles-Riverside-Orange County Area (CPI) 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: 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 H, inclusive, the COUNTY'S provisions shall control and be binding.

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.

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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 Acting 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 _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

LAYNE CHRISTENSEN COMPANY

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

ATTACHMENT B

Bid Detail Information

Bid Number : PW-ASD 707**Bid Title :** Injection Well Redevelopment Services (2008-AN007)**Bid Type :** Service**Department :** Public Works**Commodity :** WELL SERVICES (INCLUDING OIL, GAS, AND WATER): DRILLING, PLUGGING, CONSULTING, MAINTENANCE, REPAIR, ETC.**Open Date :** 1/30/2008**Closing Date :** 2/13/2008 10:00 AM**Bid Amount :** \$ 600,000**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Injection Well Redevelopment Services (2008-AN007). The total annual contract amount of this service is estimated to be \$600,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/injwell.pdf> or from Mr. Edwin Manoukian at (626) 458 4057, 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, a minimum of three years' experience providing well redevelopment services on the part of Proposer, Project Manager, and all supervising employees to be assigned to this project. In addition, the Proposer must hold a valid and active California issued Well Drilling license, Contractor Classification C57, or alternatively, the Proposer must list a subcontractor who holds a valid and active California issued Well Drilling license, Contractor Classification C57. A Proposers' Conference will be held on Wednesday, February 13, 2008, at 10 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, February 28, 2008, 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**Last Changed On :** 1/31/2008 8:27:17 AM[Back to Last Window](#)