



GAIL FARBER, Director

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

January 7, 2016

IN REPLY PLEASE
REFER TO FILE: **AE-3**

REQUEST FOR PROPOSALS – ADDENDUM 1 AS-NEEDED SLOPE MOWING SERVICES (2015-AN032)

Please be reminded that the deadline to submit your proposals is **Tuesday, January 12, 2016, at 5:30 p.m.**

All addenda and informational updates will be posted at <http://dpw.lacounty.gov/aed/contracts>. Please check the website frequently for any changes to this solicitation.

Please take note of the following revisions to the Request for Proposals (RFP). (Please note that the changes that have been added are in **boldface** and deleted languages are ~~struckthrough~~.) Section A is the Addendum and Section B is the Question and Answer.

A. Addendum

1. Exhibit A, Scope of Work, Section J (pages A-5 to A-7), Equipment, shall be deleted in its entirety, and is replaced with the following:

Contractor's equipment shall meet the following requirements:

- a. **A rubber tire slope mower meeting the following specifications:**
 - i. **A slope mower with a hydraulically actuated arm with at least two points of articulation (not including point of head attachment). The articulated arm shall have a minimum reach of 20 feet measured from the center line of the tractor.**
 - ii. **A cutting head with a hydraulic, floating head unit with safety breakaway and auto-return features. The head shall have a minimum width of 5 feet. The flails shall be steel, heavy-duty, dual-purpose type, and provide**

sufficient cutting action resulting in an acceptable work product in a timely manner.

- iii. All guards on the cutter head shall meet Cal/OSHA requirements. The guards shall also be capable of preventing cut materials being deposited in such a way as to create an undesirable condition.
- b. A rubber track slope mower meeting the following specifications:
 - i. Minimum 95 horsepower with an operating weight of no less than 10,000 lbs.
 - ii. Fitted with rubber tracks giving ground pressure no greater than 4.4 pounds per square inch (psi).
 - iii. Hydraulic flow of 23 gallons per minute (g.p.m.) to give a hydraulic horsepower of a minimum of 44 horsepower.
 - iv. Unit shall have a flail or rotary mower fitted to the front loader and shall have a cutting width of not less than 60 inch with the capability of cutting up to 4-inch diameter brush.
 - v. Transportation to and from allocated County yard and work area shall be included in the hourly rate.
- c. A water truck meeting the following specifications:
 - i. A capacity of 2,000 gallons or greater.
 - ii. Capable of dispensing water under pressure by use of a pump.
 - iii. Capable of dispensing water to either the right or left side of the water truck through either a fixed or adjustable side shot spray nozzle.
 - iv. Capable of connecting to a minimum 2.5-inch hose to facilitate tank filling.

- v. Fully adjustable spray nozzles (two in the front and two in the rear).
- vi. Legal for operation on public roads.

The Contractor shall furnish and maintain in good and safe condition all equipment for the proper execution and inspection of the work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws. The CM may reject any vehicle or piece of equipment not meeting these requirements and order it to be removed from the jobsite. The Contractor shall promptly remove any vehicle or equipment that is rejected by the PWR from the jobsite and replace it that same day.

Any heavy equipment utilized by the Contractor for this Contract shall comply with the American Association of State Highway Transportation Officials (AASHTO) H-20 Loading weight requirement.

- 2. Exhibit A, Scope of Work, Section K (pages A-7 to A-8), Alternative Equipment, shall be deleted in its entirety, and is replaced with the following:
 - 1. While certain specifications herein may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged. The Contractor may request, in writing, permission from the CM to use equipment of a different size or type in place of the equipment specified. The CM, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the CM that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified. If such permission is granted by the CM, it shall be understood that such permission is granted for the purpose of testing the quality of work actually produced by such equipment and is subject to continuous attainment of results that in the opinion of the CM are equal to, or better than, that which can be obtained with the equipment specified. The CM shall have the right to withdraw such permission at any time if it is determined that the alternate equipment is not producing work that is equal, in all respects to that, which can be produced by

the equipment specified. Upon withdrawal of such permission by the CM, the Contractor shall be required to use the equipment originally specified and shall, in accordance with the directions of the CM, remove and dispose of, or otherwise remedy, at the Contractor's expense, any defective or unsatisfactory work produced with the alternate equipment.

2. Neither Public Works nor the Contractor shall have any claim against the other for withholding, granting, or withdrawing permission to use alternate equipment.
3. Permission to use alternate equipment in place of equipment specified will only be granted where such equipment is new or improved and its use is deemed by the CM to be in furtherance of the purposes of this provision. Approval of use of particular equipment on any project shall in no way be considered as an approval of the use of such equipment on any other project.
4. The hourly prices reflected in Form PW-2, Schedule of Prices, shall not be subject to change or negotiation if alternate equipment is used.
5. Nothing herein shall relieve the Contractor of its responsibility for furnishing equipment/materials and producing finished work of the quality specified in this Contract.

B. QUESTION AND ANSWER TO AS-NEEDED SLOPE MOWING SERVICES

The following answers are in response to the request for information and clarification and other questions submitted by Proposers for the As-Needed Slope Mowing Services (2015-AN032). Questions presented in this Addendum represent the questions asked by the Proposers in the form and context submitted.

1. **Question:** Is this an RFSQ or Firm fix contract? Because I couldn't find a price sheet.

Response: This is a Request for Proposal (RFP) and will result in a contract with fixed prices. The price sheet can be found in the forms section, Form PW-2, Schedule of Prices.

2. **Question:** Does this include transmission line right-of-ways?

Response: No.

3. **Question:** Is it a fixed landscape maintenance contract requiring lawn mowing services?

Response: No.

4. **Question:** At the time of bid, does the bidder have to have an excavator with claw and adjustable pressure device in their fleet in order to bid the contract (Scope of Work, page A.7, K. Alternative Equipment)?

Response: No. Please refer to Section A, Addendum, No. 2, above.

5. **Question:** Which of the two types of mowers priced out on PW-2 (assuming that there is a price difference) would be used?

Response: Please refer to Section A, Addendum, No. 1, above for the different types of slope mowers. Item a in this section is in reference to line Item 1 and 2 of the Form PW-2, Schedule of Prices. Item b in this section is in reference to line Item 3 and 4 of the Form PW-2, Schedule of Prices.

6. **Question:** May we have the last contract price breakdown? Hourly rate for all areas.

Response: Please see Enclosure A, for the current contract hourly rate, which includes rates for all areas.

7. **Question:** Is there a certain guarantee of worked performed if our company commits to this contract?

Response: No. There is no guarantee of any work requested to be perform under this Contract. Please refer to Scope of Work, Section C (page A.1), Request of Work from Contractor.

8. **Question:** Is there a bid bond or performance bond needed?

Response: No.

9. **Question:** If our company does out of state contracts, will this count towards work experience?

Response: There is no geographical restriction on where your company performed prior, similar, and/or related work.

If you have questions concerning the above information, please contact Ms. Janet Lee at (626) 458-7167, jalee@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Follow-us on Twitter:

We encourage you to follow-us on Twitter [@LACoBuildings](https://twitter.com/LACoBuildings) and [@LAPublicWorks](https://twitter.com/LAPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.

Very truly yours,

GAIL FARBER
Director of Public Works

A handwritten signature in black ink, appearing to read "E. Manod" with a stylized flourish and a small "for" written below it.

JOSE M. QUEVEDO
Assistant Deputy Director
Architectural Engineering Division

JL

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Enc

FORM PW-2

SCHEDULE OF PRICES

FOR

AS-NEEDED SLOPE MOWING SERVICES (2010-AN028)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Please list your **HOURLY RATE (in whole dollars)** in the spaces below. Hourly rates must be submitted for each item. Proposals submitted without hourly rates for all items will be deemed nonresponsive. Hourly rates for items 1 and 2 include all labor, equipment, supervision, as listed on Exhibit F. Hourly rates are for work performed only. Time spent on travel, set up, and shut down is not compensated separately. Mileage and other expenses will not be reimbursed. Contractor will be paid a minimum of four hours per day for each vehicle called to work

ITEM	DESCRIPTION	HOURLY RATE	HOURLY WEIGHT FACTOR	WEIGHTED HOURLY RATE
1.	Hourly rate for slope mowing during a normal working day (7 a.m. to 3:30 p.m.) Monday – Thursday, and 7 a.m. to 2:30 p.m. on Friday	\$ 82. X	0.8 =	\$ 65.60
2.	Hourly rate for slope mowing in excess of eight hours per day (overtime), Saturday, Sunday, or holidays.	\$ 82. X	0.2 =	\$ 16.40
TOTAL WEIGHTED HOURLY RATE (Sum of Items 1 through 2)				\$ 82.00

LEGAL NAME OF PROPOSER Powerland Equipment, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Robert M. Malachuk</i>		
TITLE OF AUTHORIZED PERSON CEO		
DATE 12/15/2010	STATE CONTRACTOR'S LICENSE NUMBER 303356	LICENSE TYPE Contractors State License
PROPOSER'S ADDRESS: 27943 Valley Center Road Valley Center, CA 92082		
PHONE (760) 749-1274	FAX (760) 749-7413	E-MAIL Susan@powerlandequipment.com

DEPARTMENT EXECUTE

AMENDMENT 1 TO CONTRACT NO. 003000

AS NEEDED SLOPE MOWING SERVICES

THIS AMENDMENT, made and entered into this 6 day of December, 2011, 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 POWERLAND EQUIPMENT, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 003000 was entered into between the COUNTY and the CONTRACTOR, on May 4, 2011, to provide As-Needed Slope Mowing Services within the unincorporated areas of Los Angeles County commencing on May 6, 2011, for a period of one year with four 1-year renewal options; and

WHEREAS, the Board delegated authority to the Director of Public Works to approve and execute amendments to incorporate necessary changes within the scope of work; and

WHEREAS, the COUNTY desires to include water truck(s) services for this Contract; and

WHEREAS, the CONTRACTOR is willing to provide these services under the Contract's existing terms and conditions as amended by this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 003000 shall be amended as follows:

FIRST: Exhibit A, Scope of Work, paragraph H, Responsibilities of the Contractor, is amended to include the following:

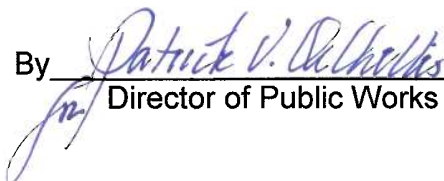
16. CONTRACTOR shall provide water truck(s) services at the hourly rate for one minimum 2,000-gallon water truck during a normal working day (7 a.m. to 4 p.m.) of \$64.00
17. CONTRACTOR shall provide water truck(s) services at the hourly rate for one minimum 2,000-gallon water truck in excess of 40 hours per week (overtime) of \$64.00

SECOND: This AMENDMENT will take effect upon execution by both parties

THIRD: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

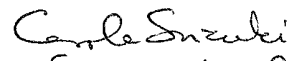
IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES


By 
Director of Public Works

APPROVED AS TO FORM:

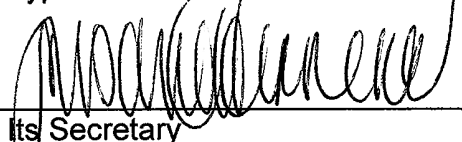
ANDREA SHERIDAN ORDIN
County Counsel

By 
For Michael Moore
Deputy

POWERLAND EQUIPMENT, INC

By 
Its President

ROBERT MALCOLM SMITH
Type or Print Name

By 
Its Secretary

Susan T. Herrera
Type or Print Name