AGENDA

Board of Library Commissioners
City of Los Angeles
Thursday, April 11, 2019

CENTRAL LIBRARY
Board Room, 4th Floor
630 W. 5th Street
Los Angeles, CA 90071

TIME: 11:00 A.M.

Agenda: In compliance with Government Code Section 54957.5, you may view the agenda its attachments at the Information Desk of the Central Library and online at www.lapl.org/about-lapl/board-library-commissioners. Some large agreements or attachments that may not be viewable on the website will be available in their entirety at the Information Desk of the Central Library and provided at the Board Meeting.

1. Roll Call

2. Approval of Minutes:
   a) Regular Meeting – January 24, 2109
   b) Regular Meeting – February 14, 2019

3. Public Comments (Matters within the Board’s Jurisdiction)
   (In accordance with Board Policy, a total of 15 minutes shall be allocated for public comment not to exceed three (3) minutes per speaker. Items arising during the public comment portion of the meeting may be referred by the President to the staff or Board Committee for appropriate action or report back thereon to the Board.)

4. City Librarian’s Comments and Announcements

5. City Librarian’s Reports

   Consent Items
   Commissioners who wish to discuss particular items should ask that such items be called as Special. The remaining items will be subject to a single vote.

   a. Recommendation to accept the following gifts: (EXHIBIT “A”)

      1) $3,000 from the Friends of the Palms-Rancho Park Branch Library for the “Hot Off The Press” Bestseller Program at the Palms-Rancho Park Branch Library

      2) $3,000 from the Friends of the Studio City Branch Library for the “Hot Off The Press” Bestseller Program at the Studio City Branch Library

      3) Brockman Gallery Archive from Dale B. Davis to the Special Collections of the Los Angeles Public Library
Discussion Item(s)

b. Recommendation to award contracts for landscape maintenance services at 72 branch libraries to the following four (4) pre-qualified contractors:

1) American Heritage Landscape, LP
2) Mariposa Landscape, Inc.
3) Sani Group Inc., DBA BMC Landscape Management, Inc.
4) Waste Unlimited, Inc.

6. Presentation: None

7. Various Communications: None

8. Commissioners' Comments, Announcements and Review of Matters Pending

9. Adjournment

Finalization of Board Actions - Charter Section 245: In accordance with Charter Section 245, actions of the Board of Library Commissioners shall become final at the expiration of the next five (5) meeting days of the City Council during which the Council has convened in regular session.

Title II of the American with Disabilities Act: The City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. Sign language interpreters, communication access real-time transcription (CART), assistive listening devices or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. For Sign Language Interpreters is strongly recommended to make the request five (5) or more business days prior to the meeting. For additional information, please contact the Board Office at (213) 228-7530.

Rules of Decorum: Persons addressing the Commission shall not utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. The Presiding Officer has the authority to issue a warning to a person violating the Rules. At the discretion of the Commission President or upon a majority vote of the Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person failing to leave after being ordered to do so by the Presiding Officer and who willfully resists, delays or obstructs removal by the Sergeant-at-Arms, may be subject to arrest for violation of the Penal Code or Los Angeles Municipal Code. (Rev.11/2018)

Parking: Reduced parking rate validation can be obtained by showing your library card at the Information Desk, and is only valid for parking on the Westlawn Garage at 524 S. Flower Street. The Westlawn Garage is not owned or operated by the Library Department. Additional information is available at lapl.org

For more information, contact: Library Commission Office (213) 228-7530.

POSTED: 4/8/19
EXHIBIT A

Los Angeles Public Library
Board Report

April 11, 2019

To: Board of Library Commissioners

From: John F. Szabo, City Librarian

Subject: Acceptance of gift from the Friends of the Palms-Rancho Park Public Library

Recommendation:

That the Board of Library Commissioners adopts the following resolutions:

Resolved, That a gift of $3,000 received from the Friends of the Palms-Rancho Park Public Library, for the benefit of the Palms-Rancho Park Branch Library be accepted; and deposited in Trust Fund 831, Account 257; and

Further Resolved, That a letter of thanks be sent to the Friends of the Palms-Rancho Park Public Library, expressing the grateful appreciation of the Board and staff for the generous gift.

Findings:

1. The gift of $3,000 is for the "Hot Off The Press" Bestseller Program 2019/2020

2. A letter of thanks should be sent to:

   Mr. James Greenwood, President
   Friends of the Palms-Rancho Park Public Library
   2920 Overland Avenue
   Los Angeles, CA 90064

Prepared by: Erika Thibault, Western Area Manager

Reviewed by: Chad Helton, Director of Branches
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

April 11, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF GIFT FROM THE FRIENDS OF THE STUDIO CITY BRANCH LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of $3,000 received from the Friends of the Studio City Branch Library, for the benefit of the Studio City Branch Library be accepted; and deposited in Trust Fund 831, Account 257; and

FURTHER RESOLVED, That a letter of thanks be sent to the Friends of the Studio City Branch Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of $3,000 is for the "Hot Off The Press" Bestseller Program 2019/2020

2. A letter of thanks should be sent to:

   Ms. Maria Schneider, President
   Friends of the Studio City Branch Library
   12511 Moorpark Street
   Studio City, CA 91604

Prepared by: Karen Pickard-Four, East Valley Area Manager

Reviewed by: Chad Helton, Director of Branches
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

April 11, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF BROCKMAN GALLERY ARCHIVE

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift from Dale Brockman Davis, co-founder and owner of the seminal Leimert Park Gallery, to the Special Collections of the Los Angeles Public Library consisting of the Brockman Gallery Archive, comprising over 4,000 items including publishing announcements, press releases, photographs, exhibition announcements, articles, correspondence and ephemera, valued in excess of $1,000, be accepted;

FURTHER RESOLVED, that a letter of thanks be sent to Dale B. Davis for this generous donation.

FINDINGS:

1. The Los Angeles Public Library Special Collections will house the Brockman Gallery Archive, founded in 1967 by brothers Alonzo and Dale Davis, which promoted the Black Arts movement and up-and-coming local African American artists in Los Angeles through the ‘70s and ‘80s.

2. The Brockman Gallery served as both a gallery and artist-in-residence studio, and provided early exposure to many local artists who achieved national prominence, among them Betye Saar, David Hammons, Charles White and John Outterbridge. It provided internships to students and commissioned public events.

3. This donation will ensure that the work and legacy of the Brockman Gallery becomes part of the official record of the story of Los Angeles. Through the lens of this archive, not only is this shared cultural experience recorded, but available and accessible to all through the Los Angeles Public Library for research and inspiration.

Prepared by: Ani Boyadjian, Research & Special Collections Manager
Reviewed by: Kren Malone, Director of Central Library
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: AWARD OF FOUR (4) CONTRACTS FOR LIBRARY LANDSCAPE MAINTENANCE

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners ("Board"):  

1. Award a contract, substantially in the form on file, to American Heritage Landscape LP to provide landscape maintenance at the seventy-two (72) branch libraries, for a term of three (3) years with an annual contract amount of One-Million Dollars ($1,000,000) per fiscal year. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis.

2. Award a contract, substantially in the form on file, to Mariposa Landscape, Inc., to provide landscape maintenance at the seventy-two (72) branch libraries, for a term of three (3) years with an annual contract amount of One-Million Dollars ($1,000,000) per fiscal year. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis.

3. Award a contract, substantially in the form on file, to Sani Group Inc., DBA BMC Landscape Management Inc. to provide landscape maintenance at the seventy-two (72) branch libraries, for a term of three (3) years with an annual contract amount of One-Million Dollars ($1,000,000) per fiscal year. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis.

4. Award a contract, substantially in the form on file, to Waste Unlimited, Inc., to provide landscape maintenance at the seventy-two (72) branch libraries, for a term of three (3) years with an annual contract amount of One-Million Dollars ($1,000,000) per fiscal year. No amount of work will be guaranteed and the work shall be awarded on an as-needed basis.

5. Find, pursuant to Charter Section 371(e)(8), that the Library may, in-lieu of undertaking its own competitive bidding or proposal process for landscape maintenance, utilize the professional service contracts between the Department of Recreation and Parks (RAP) and the aforementioned four (4) contractors that resulted from a Request For Qualifications (RFQ) process approved by the Board of Recreation and Park Commissioners (RAP Board) and performed by RAP staff.
6. Find, in accordance with Charter Section 1022, that it is more economical or feasible to have the work performed by independent contractors than by City employees because prior to 2015 RAP had previously provided landscape maintenance to the 72 branch libraries and ceased due to the lack of sufficient staff and the Library does not have staff in its employ to perform the landscape maintenance services.

7. Authorize the City Librarian and City Attorney to make technical changes if needed to the contracts.

8. Authorize the President of the Board of Library Commissioners to execute the contracts upon completion of the Mayor's Office review in accordance with Executive Directive No. 3.

9. Adopt the attached Resolution regarding the award and execution of the four (4) as-needed contracts for Library landscape maintenance.

B. **FACTUAL SUMMARY:**

1. In 2015, RAP informed the Library of its intent to cease providing landscape maintenance at the seventy-two (72) branch libraries citing the lack of sufficient staff available to provide the service. RAP authorized the Library the use of landscape maintenance contracts executed by RAP and available at the time to provide mowing, trimming of trees and shrubbery, trash removal and general landscape maintenance.

2. RAP has provided assistance to the Library in the administration of the contracts, shared the contract ceiling amount with the Library, and provided oversight on contract compliance and payment liabilities and responsibilities.

3. Library staff recommends executing its own contracts to ensure services are available and to remove RAP from performing the administration duties and responsibilities, including sharing the contract ceiling amount with the Library and contract compliance and payment liabilities.

4. On February 21, 2018, RAP and the RAP Board approved the release of a RFQ for landscape construction, retrofit, maintenance, pruning, clearance and/or repairs (Board Report No. 18-034).

5. On May 16, 2018, the RAP Board awarded six (6) contracts for a term of three (3) years in an amount not to exceed Seven-Million Dollars ($7,000,000) per contract awarded (RAP Board Report No. 18-088). The contracts were awarded to: 1) American Heritage Landscape LP; 2) American Landscape, Inc.; 3) Evergreen Environment, Inc.; 4) Mariposa

6. Staff recommends that the Board award and execute contracts for a term of three (3) years in an amount not to exceed one-million dollars ($1,000,000) per contract per fiscal year to the following four (4) pre-qualified contractors:

1. American Heritage Landscape LP
2. Mariposa Landscape, Inc.
4. Waste Unlimited, Inc.

Staff does not recommend that the Board award or execute contracts with American Landscape, Inc., or Evergreen Environment, Inc., as the two companies bid solely for the landscape construction components of the RFQ issued by RAP and would not be able to provide landscape maintenance to the Library.

7. Charter Section 1022 requires the Board determine that it is more economical or feasible to have the work performed by independent contractors than by City employees. Prior to 2015, RAP had previously provided landscape maintenance to the 72 branch libraries and ceased due to the lack of sufficient staff. The Library does not have staff in its employ to perform the landscape maintenance services. Staff therefore requests that the Board find that it is more economical or feasible to have the work performed by independent contractors.

8. Charter Section 371(e)(8) provides an exception to the competitive bidding requirements to contracts for cooperative arrangement with other governmental agencies for the utilization of professional services contracts of those agencies. RAP’s as-needed landscape maintenance contracts are structured to allow other City departments to piggyback onto their contracts for landscaping needs.

9. Funds are available in the Library Contractual Services Account 3040 and in Trust Fund 831 to pay the contractors for landscape maintenance services.

Attachments

Prepared by: Robert Morales, Senior Management Analyst

Reviewed by: Madeleine M. Rackley, Business Manager
April 11, 2019

LIBRARY RESOLUTION NO. 2019-XX (C-XX)

WHEREAS, The Board of Library Commissioners ("Board") found, pursuant to Charter Section 371(e)(8), that the Library may, in-lieu of undertaking its own competitive bidding or proposal process for landscape maintenance, utilize the professional service contracts between the Department of Recreation and Parks (RAP) and four (4) contractors identified below that resulted from a Request for Qualifications (RFQ) process (RAP Board Report No. 18-088) approved by the Board of Recreation and Park Commissioners (RAP BOARD) and performed by RAP staff; and

WHEREAS, On May 16, 2018, the RAP BOARD awarded contracts to the following Contractors which resulted from a RFQ process:

1. American Heritage Landscape LP
2. Mariposa Landscape, Inc.
4. Waste Unlimited, Inc.

WHEREAS, The Board found, in accordance with Charter Section 1022, that it is more economical or feasible to have the work performed by independent contractors than by City employees because prior to 2015 RAP had previously provided landscape maintenance to the 72 branch libraries and ceased due to the lack of sufficient staff and the Library does not have staff in its employ to perform the landscape maintenance services; and

WHEREAS, Sufficient funds are available in the Library Contractual Services Account 3040 and Trust Fund 831 to pay Contractors for the requested services.

THEREFORE, BE IT RESOLVED, That that the Board award and execute contracts for a term of three (3) years in an amount not to exceed One-Million Dollars ($1,000,000) per contract per fiscal year to the four (4) pre-qualified contractors listed above to provide Library landscape maintenance to the Library:

FURTHER RESOLVED, That the Board authorize the City Attorney and the City Librarian to make technical changes if needed to the contracts; and,
FURTHER RESOLVED, That the Board authorize the Board President to execute the four (4) contracts to provide Library landscape maintenance upon the completion of the Mayor's Office review in accordance with Executive Directive No. 3.

This is a true copy:

_________________________
Raquel M. Borden
Board Executive Assistant
Adopted by the following votes:

AYES:
NOES:
ABSENT:
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
AMERICAN HERITAGE LANDSCAPE LP
FOR LIBRARY LANDSCAPE MAINTENANCE

This Contract ("CONTRACT" or "AGREEMENT") is entered into this _____ day of _____________, 2019, by and between the City of Los Angeles, (herein referred to as "CITY") a municipal corporation, acting by and through its Library Department (hereinafter referred to as "LIBRARY") and its Board of Library Commissioners (hereinafter referred to as "BOARD"), and American Heritage Landscape LP (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR shall be referred to hereinafter individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, LIBRARY owns various facilities throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, LIBRARY requires the services of experienced and responsible contractors to perform as-needed landscape maintenance services at the seventy-two (72) branch libraries located throughout the City of Los Angeles; and

WHEREAS, On April 11, 2019 the BOARD, as the contract awarding authority found pursuant to Charter Section 371(e)(8), that the LIBRARY may, in-lieu of undertaking its own competitive bidding or proposal process for landscape maintenance, utilize the professional service contract between the Department of Recreation and Parks (hereinafter referred to as "RAP") and CONTRACTOR, which resulted from a Request for Qualifications (RFQ) process approved by the Board of Recreation and Park Commissioners (hereinafter referred to as "RAP BOARD") and performed by RAP staff; and

WHEREAS, On February 21, 2018, the RAP and its RAP BOARD approved the release of a RFQ for as-needed landscape construction, retrofit, maintenance, pruning, clearance and/or repairs (Board Report No. 18-034); and

WHEREAS, On May 16, 2018, the RAP BOARD awarded a contract to CONTRACTOR which resulted from the RFQ process (RAP Board Report No. 18-088); and

WHEREAS, The BOARD, as the contract awarding authority found pursuant to Charter Section 1022, that it is more economical or feasible to have the work performed by independent contractors than by City employees. Prior to 2015, RAP had previously provided landscape maintenance to the 72 branch libraries and ceased due to the lack of sufficient staff. The Library does not have staff in its employ to perform the landscape maintenance services. Therefore, the Board found that it is more economical or feasible to have the work performed by independent contractors.
NOW THEREFORE, LIBRARY and the CONTRACTOR, in consideration of the recitals above and of the terms, covenants and conditions contained herein, agree as follows:

SECTION 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION

1.1 Parties

The PARTIES to this CONTRACT are:

CITY – A municipal corporation, acting by and through the LIBRARY and its BOARD

CONTRACTOR – American Heritage Landscape LP

1.2 Representatives

The representatives of the Parties who are authorized to administer this CONTRACT and to whom formal notices, demands and communications will be given for are as follows:

LIBRARY’s representative will be:

Eloisa Sarao
Library Department
630 W. 5th Street
Los Angeles, CA 90071

Email: esarao@lapl.org
Telephone Number: 213-228-7463
FAX Number: 213-228-7449

The CONTRACTOR’S representative will be:

Arturo Perez, Branch Manager
American Heritage Landscape LP
7013 Owensmouth Ave.
Canoga Park, CA 91303

Email: aperez@americanlandscape.com
Telephone Number: 805-647-5077

1.3 Notices

Formal notices, demands and communications addressing the terms contained in this Agreement initiated by either Party shall be made in writing and may be effected by personal delivery, electronic mail, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five (5) business days after mailing.
If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with this Section, within five (5) business days of the change.

CONTRACTOR shall address all questions and correspondence concerning project scope to the Library’s Representative identified in Section 1.2 above.

SECTION 2 – TERM OF THE CONTRACT

2.1 Term

The term of this CONTRACT shall be for three (3) years, commencing on the date of execution of this CONTRACT, subject to earlier termination by LIBRARY as provided in Exhibit A – The Standard Provisions for City Contracts (10/17) [v.3].

2.2 Contract Compliance

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as Exhibit A.

SECTION 3 – SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Building Codes which may include, but is not limited to, the California “Green Book” Building Codes, Universal Building and Plumbing Codes, and the Los Angeles City Building and Plumbing Codes.

B. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to LIBRARY patrons or CITY employees.

C. A qualified supervisor shall be present and readily available to CITY personnel and the public during hours of operation at each work site. The site supervisor shall be available to LIBRARY’s Representative or designee at all times during normal working hours. Avoiding contact with LIBRARY’s Representative or designee may result in suspension of work without extension of the work under this Contract.

D. CONTRACTOR’s working hours must coincide with those of LIBRARY working hours (Monday through Saturday, 7:00 am – 5:00 pm, excluding City holidays). LIBRARY must first approve any deviation from these hours and/or work on holidays.
E. The CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features, as well as structures, fixtures, equipment, signage and property. The CONTRACTOR shall be liable for any and all damage(s) caused by its work to such trees, shrubs, plants, other growth and features, structures, fixtures, equipment, signage or property. Any and all damaged items shall be replaced or restored to their original condition to the satisfaction of LIBRARY’s Representative at CONTRACTOR’s expense.

F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.

G. The roads and pathways shall be left free of debris at the close of each day’s operation.

H. CONTRACTOR shall be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It shall be the CONTRACTOR’s responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a “Single Employer” in accordance with CAL-OSHA classifications. CONTRACTOR shall be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-needed project awarded.

I. CONTRACTOR shall notify LIBRARY’s Representative or designee at least twenty-four (24) hours prior to starting any work under this CONTRACT.

J. If CONTRACTOR, after having officially started any work under this CONTRACT, should discontinue work for any reason, CONTRACTOR shall first notify LIBRARY’s Representative or designee in writing of CONTRACTOR’s intent to do so, and shall further notify LIBRARY’s Representative or designee in writing of the date of re-starting operations.

K. All work shall be completed to the satisfaction of LIBRARY’s Representative or designee. Work will be considered complete only when signed off by LIBRARY’s Representative or designee. Work shall be performed to the specifications as determined by the CITY.

L. Failure to comply with any requirement contained herein may result in suspension of work without extension of the work under this CONTRACT.

M. LIBRARY’s Representative or designee must approve any request for subcontracting of work prior to such subcontracting.

N. CONTRACTOR shall provide equipment and personnel for all tasks.
3.2 **Services to be Provided by the Contractor:**

A. Provide all maintenance and/or repairs of landscape and irrigation of various CITY Libraries and LIBRARY facilities.

B. Provide tree pruning, stump and tree removal services.

**SECTION 4 – SERVICES TO BE PROVIDED BY THE CITY**

4.1 CITY personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this CONTRACT.

4.2 CITY will promptly act, review, and make decisions as necessary to permit the orderly progress of CONTRACTOR’s work under this CONTRACT.

**SECTION 5 - INSPECTION**

5.1 CONTRACTOR must request final inspection from CITY representative for work completed at each site.

5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the LIBRARY’s Representative or his/her designee, to be below an acceptable level. This notification shall be in the form of a “Notice to Correct Unacceptable Service.”

5.3 CONTRACTOR shall respond in writing to the LIBRARY’s Representative or his/her designee indicating what steps are being taken to correct the unacceptable service. If unacceptable service is not corrected after the CONTRACTOR receives the “Notice to Correct Unacceptable Service,” payment may be withheld by the CITY until corrections are made.

5.4 If unacceptable service continues, or if the supplier receives three (3) or more such notices, the CITY may terminate this CONTRACT as described in Exhibit A, Standard Provisions for City Contracts (Rev. 10/17)[v.3].

**SECTION 6 – COMPENSATION AND INVOICING**

6.1 **Compensation**

CITY will pay CONTRACTOR an amount for services outlined in each individual Notice To Proceed issued under this CONTRACT. The total compensation under this CONTRACT shall not exceed One Million Dollars ($1,000,000) per fiscal year. The CONTRACT amount is an estimate, and LIBRARY does not guarantee that the CONTRACT maximum amount will be reached. The professional services that LIBRARY is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this CONTRACT, guarantees no minimum amount of business or compensation. LIBRARY staff will monitor this not-to-exceed aggregate total.
6.2 CONTRACTOR shall inform CITY of any additional project costs due to unforeseen delays and unexpected changes to any scope of work under this CONTRACT. Additional project costs shall be itemized by CONTRACTOR and approved by CITY before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of a project under this CONTRACT by submitting two (2) copies of the invoice, which details the work performed in accordance to the original scope of work and any approved change orders within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Library Department
Attn: Eloisa Sarao, Business Office
630 W. 5th Street
Los Angeles, CA 90071

All invoices shall be submitted on CONTRACTOR’S letterhead, containing CONTRACTOR’S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. The CITY may request changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department and to approve demands before they are drawn on the Treasury.

SECTION 7 – RATIFICATION

At the request of LIBRARY, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this AGREEMENT. By its execution hereof, LIBRARY hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this AGREEMENT, and CONTRACTOR's performance of such services.
SECTION 8 - INCORPORATION OF DOCUMENTS

This CONTRACT, exhibits, and incorporated documents represents the entire agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. This CONTRACT may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR. The following documents are incorporated and made a part hereof by reference:

Exhibit A. - Standard Provisions for City Contracts (Rev. 10/17)[v.3].

Exhibit B. - CONTRACTOR’S Response to Request for Qualifications

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This CONTRACT (2) Exhibit A; and (3) Exhibit B.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By ____________________________ By ____________________________
Bich Ngoc Cao
President
Board of Library Commissioners

Arturo Perez
Branch Manager
American Heritage Landscape LP

Date ____________________________ Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

By ____________________________ By ____________________________
Arletta Maria Brimsey
Deputy City Attorney

Raquel M. Borden
Commission Executive Assistant II

Date ____________________________ Date ____________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By ____________________________
Deputy City Clerk

Date ____________________________
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
MARIPOSA LANDSCAPES, INC.
FOR LIBRARY LANDSCAPE MAINTENANCE

This Contract ("CONTRACT" or "AGREEMENT") is entered into this _____ day of ____________, 2019, by and between the City of Los Angeles, (herein referred to as "CITY") a municipal corporation, acting by and through its Library Department (hereinafter referred to as "LIBRARY") and its Board of Library Commissioners (hereinafter referred to as "BOARD"), and Mariposa Landscapes, Inc. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR shall be referred to hereinafter individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, LIBRARY owns various facilities throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, LIBRARY requires the services of experienced and responsible contractors to perform as-needed landscape maintenance services at the seventy-two (72) branch libraries located throughout the City of Los Angeles; and

WHEREAS, On April 11, 2019 the BOARD, as the contract awarding authority found pursuant to Charter Section 371(e)(8), that the LIBRARY may, in-lieu of undertaking its own competitive bidding or proposal process for landscape maintenance, utilize the professional service contract between the Department of Recreation and Parks (hereinafter referred to as “RAP”) and CONTRACTOR, which resulted from a Request for Qualifications (RFQ) process approved by the Board of Recreation and Park Commissioners (hereinafter referred to as “RAP BOARD”) and performed by RAP staff; and

WHEREAS, On February 21, 2018, the RAP and its RAP BOARD approved the release of a RFQ for as-needed landscape construction, retrofit, maintenance, pruning, clearance and/or repairs (Board Report No. 18-034); and

WHEREAS, On May 16, 2018, the RAP BOARD awarded a contract to CONTRACTOR which resulted from the RFQ process (RAP Board Report No. 18-088); and

WHEREAS, The BOARD, as the contract awarding authority found pursuant to Charter Section 1022, that it is more economical or feasible to have the work performed by independent contractors than by City employees. Prior to 2015, RAP had previously provided landscape maintenance to the 72 branch libraries and ceased due to the lack of sufficient staff. The Library does not have staff in its employ to perform the landscape maintenance services. Therefore, the Board found that it is more economical or feasible to have the work performed by independent contractors.
NOW THEREFORE, LIBRARY and the CONTRACTOR, in consideration of the recitals above and of the terms, covenants and conditions contained herein, agree as follows:

SECTION 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION

1.1 Parties

The PARTIES to this CONTRACT are:

CITY – A municipal corporation, acting by and through the LIBRARY and its BOARD

CONTRACTOR – Mariposa Landscapes, Inc.

1.2 Representatives

The representatives of the Parties who are authorized to administer this CONTRACT and to whom formal notices, demands and communications will be given for are as follows:

LIBRARY’s representative will be:

Eloisa Sarao
Library Department
630 W. 5th Street
Los Angeles, CA 90071

Email: esarao@lapl.org
Telephone Number: 213-228-7463
FAX Number: 213-228-7449

The CONTRACTOR’S representative will be:

Dennis Jones, Manager
Mariposa Landscapes, Inc.
15529 Arrow Hwy.
Irwindale, CA 91706

Email: dennis@mariposa-ca.com
Telephone Number: 626-960-0196
FAX Number: 626-960-8477
1.3 Notices

Formal notices, demands and communications addressing the terms contained in this Agreement initiated by either Party shall be made in writing and may be effected by personal delivery, electronic mail, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five (5) business days after mailing.

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with this Section, within five (5) business days of the change.

CONTRACTOR shall address all questions and correspondence concerning project scope to the Library’s Representative identified in Section 1.2 above.

SECTION 2 – TERM OF THE CONTRACT

2.1 Term

The term of this CONTRACT shall be for three (3) years, commencing on the date of execution of this CONTRACT, subject to earlier termination by LIBRARY as provided in Exhibit A – The Standard Provisions for City Contracts (10/17) [v.3].

2.2 Contract Compliance

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as Exhibit A.

SECTION 3 – SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Building Codes which may include, but is not limited to, the California “Green Book” Building Codes, Universal Building and Plumbing Codes, and the Los Angeles City Building and Plumbing Codes.

B. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to LIBRARY patrons or CITY employees.

C. A qualified supervisor shall be present and readily available to CITY personnel and the public during hours of operation at each work site. The site supervisor shall be available to LIBRARY’s Representative or designee at all times during normal working hours. Avoiding contact with LIBRARY’s Representative or designee may result in suspension of work without extension of the work under this Contract.
D. CONTRACTOR's working hours must coincide with those of LIBRARY working hours (Monday through Saturday, 7:00 am – 5:00 pm, excluding City holidays). LIBRARY must first approve any deviation from these hours and/or work on holidays.

E. The CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features, as well as structures, fixtures, equipment, signage and property. The CONTRACTOR shall be liable for any and all damage(s) caused by its work to such trees, shrubs, plants, other growth and features, structures, fixtures, equipment, signage or property. Any and all damaged items shall be replaced or restored to their original condition to the satisfaction of LIBRARY’s Representative at CONTRACTOR’s expense.

F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.

G. The roads and pathways shall be left free of debris at the close of each day’s operation.

H. CONTRACTOR shall be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It shall be the CONTRACTOR’s responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a “Single Employer” in accordance with CAL-OSHA classifications. CONTRACTOR shall be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-needed project awarded.

I. CONTRACTOR shall notify LIBRARY’s Representative or designee at least twenty-four (24) hours prior to starting any work under this CONTRACT.

J. If CONTRACTOR, after having officially started any work under this CONTRACT, should discontinue work for any reason, CONTRACTOR shall first notify LIBRARY’s Representative or designee in writing of CONTRACTOR’s intent to do so, and shall further notify LIBRARY’s Representative or designee in writing of the date of re-starting operations.

K. All work shall be completed to the satisfaction of LIBRARY’s Representative or designee. Work will be considered complete only when signed off by LIBRARY’s Representative or designee. Work shall be performed to the specifications as determined by the CITY.
L. Failure to comply with any requirement contained herein may result in suspension of work without extension of the work under this CONTRACT.

M. LIBRARY's Representative or designee must approve any request for subcontracting of work prior to such subcontracting.

N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 Services to be Provided by the Contractor:

A. Provide all maintenance and/or repairs of landscape and irrigation of various CITY Libraries and LIBRARY facilities.

B. Provide tree pruning, stump and tree removal services.

SECTION 4 – SERVICES TO BE PROVIDED BY THE CITY

4.1 CITY personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this CONTRACT.

4.2 CITY will promptly act, review, and make decisions as necessary to permit the orderly progress of CONTRACTOR's work under this CONTRACT.

SECTION 5 - INSPECTION

5.1 CONTRACTOR must request final inspection from CITY representative for work completed at each site.

5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the LIBRARY's Representative or his/her designee, to be below an acceptable level. This notification shall be in the form of a “Notice to Correct Unacceptable Service.”

5.3 CONTRACTOR shall respond in writing to the LIBRARY's Representative or his/her designee indicating what steps are being taken to correct the unacceptable service. If unacceptable service is not corrected after the CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by the CITY until corrections are made.

5.4 If unacceptable service continues, or if the supplier receives three (3) or more such notices, the CITY may terminate this CONTRACT as described in Exhibit A, Standard Provisions for City Contracts (Rev. 10/17)[v.3].
SECTION 6 – COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in each individual Notice To Proceed issued under this CONTRACT. The total compensation under this CONTRACT shall not exceed One Million Dollars ($1,000,000) per fiscal year. The CONTRACT amount is an estimate, and LIBRARY does not guarantee that the CONTRACT maximum amount will be reached. The professional services that LIBRARY is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this CONTRACT, guarantees no minimum amount of business or compensation. LIBRARY staff will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform CITY of any additional project costs due to unforeseen delays and unexpected changes to any scope of work under this CONTRACT. Additional project costs shall be itemized by CONTRACTOR and approved by CITY before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of a project under this CONTRACT by submitting two (2) copies of the invoice, which details the work performed in accordance to the original scope of work and any approved change orders within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Library Department
Attn: Eloisa Sarao, Business Office
630 W. 5th Street
Los Angeles, CA 90071

All invoices shall be submitted on CONTRACTOR’S letterhead, containing CONTRACTOR’S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. The CITY may request changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.
Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department and to approve demands before they are drawn on the Treasury.

SECTION 7 – RATIFICATION

At the request of LIBRARY, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this AGREEMENT. By its execution hereof, LIBRARY hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this AGREEMENT, and CONTRACTOR's performance of such services.

SECTION 8 - INCORPORATION OF DOCUMENTS

This CONTRACT, exhibits, and incorporated documents represents the entire agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. This CONTRACT may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR. The following documents are incorporated and made a part hereof by reference:

Exhibit A. - Standard Provisions for City Contracts (Rev. 10/17)[v.3].

Exhibit B. - CONTRACTOR'S Response to Request for Qualifications

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This CONTRACT (2) Exhibit A; and (3) Exhibit B.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By ___________________________       By ___________________________
  Bích Ngọc Cao                        Dennis Jones
  President                            Manager
  Board of Library Commissioners        Mariposa Landscapes, Inc.

Date ___________________________      Date ___________________________

APPROVED AS TO FORM:                ATTEST:
MICHAEL N. FEUER, City Attorney

By ___________________________       By ___________________________
  Arletta Maria Brimsey               Raquel M. Borden
  Deputy City Attorney                Commission Executive Assistant II

Date ___________________________      Date ___________________________

ATTEST:                              
HOLLY L. WOLCOTT, City Clerk

By ___________________________       
  Deputy City Clerk

Date ___________________________
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
SANI GROUP INC. DBA BMC LANDSCAPE MANAGEMENT
FOR LIBRARY LANDSCAPE MAINTENANCE

This Contract ("CONTRACT" or "AGREEMENT") is entered into this _____ day of ______________, 2019, by and between the City of Los Angeles, (herein referred to as "CITY") a municipal corporation, acting by and through its Library Department (hereinafter referred to as "LIBRARY") and its Board of Library Commissioners (hereinafter referred to as "BOARD"), and Sani Group Inc. DBA BMC Landscape Management (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR shall be referred to hereinafter individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, LIBRARY owns various facilities throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, LIBRARY requires the services of experienced and responsible contractors to perform as-needed landscape maintenance services at the seventy-two (72) branch libraries located throughout the City of Los Angeles; and

WHEREAS, On April 11, 2019 the BOARD, as the contract awarding authority found pursuant to Charter Section 371(e)(8), that the LIBRARY may, in-lieu of undertaking its own competitive bidding or proposal process for landscape maintenance, utilize the professional service contract between the Department of Recreation and Parks (hereinafter referred to as "RAP") and CONTRACTOR, which resulted from a Request for Qualifications (RFQ) process approved by the Board of Recreation and Park Commissioners (hereinafter referred to as "RAP BOARD")and performed by RAP staff; and

WHEREAS, On February 21, 2018, the RAP and its RAP BOARD approved the release of a RFQ for as-needed landscape construction, retrofit, maintenance, pruning, clearance and/or repairs (Board Report No. 18-034); and

WHEREAS, On May 16, 2018, the RAP BOARD awarded a contract to CONTRACTOR which resulted from the RFQ process (RAP Board Report No. 18-088); and

WHEREAS, The BOARD, as the contract awarding authority found pursuant to Charter Section 1022, that it is more economical or feasible to have the work performed by independent contractors than by City employees. Prior to 2015, RAP had previously provided landscape maintenance to the 72 branch libraries and ceased due to the lack of sufficient staff. The Library does not have staff in its employ to perform the landscape maintenance services. Therefore, the Board found that it is more economical or feasible to have the work performed by independent contractors.
NOW THEREFORE, LIBRARY and the CONTRACTOR, in consideration of the recitals above and of the terms, covenants and conditions contained herein, agree as follows:

SECTION 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION

1.1 Parties

The PARTIES to this CONTRACT are:

CITY – A municipal corporation, acting by and through the LIBRARY and its BOARD

CONTRACTOR – Sani Group Inc. DBA BMC Landscape Mangement

1.2 Representatives

The representatives of the Parties who are authorized to administer this CONTRACT and to whom formal notices, demands and communications will be given for are as follows:

LIBRARY’s representative will be:

Eloisa Sarao  
Library Department  
630 W. 5th Street  
Los Angeles, CA 90071

Email: esarao@lapl.org  
Telephone Number: 213-228-7463  
FAX Number: 213-228-7449

The CONTRACTOR’S representative will be:

Shaun Sakhani, President  
Sani Group Inc. DBA BMC Landscape Management  
21004 Nordoff St.  
Chatsworth, CA 91311

Email: info@bmclm.com  
Telephone Number: 323-770-2440  
Cell: 424-625-1511  
FAX Number: 323-927-1795
1.3 Notices

Formal notices, demands and communications addressing the terms contained in this Agreement initiated by either Party shall be made in writing and may be effected by personal delivery, electronic mail, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five (5) business days after mailing.

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with this Section, within five (5) business days of the change.

CONTRACTOR shall address all questions and correspondence concerning project scope to the Library’s Representative identified in Section 1.2 above.

SECTION 2 – TERM OF THE CONTRACT

2.1 Term

The term of this CONTRACT shall be for three (3) years, commencing on the date of execution of this CONTRACT, subject to earlier termination by LIBRARY as provided in Exhibit A – The Standard Provisions for City Contracts (10/17) [v.3].

2.2 Contract Compliance

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17) [v.3] attached hereto and incorporated herein by reference as Exhibit A.

SECTION 3 – SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Building Codes which may include, but is not limited to, the California “Green Book” Building Codes, Universal Building and Plumbing Codes, and the Los Angeles City Building and Plumbing Codes.

B. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to LIBRARY patrons or CITY employees.

C. A qualified supervisor shall be present and readily available to CITY personnel and the public during hours of operation at each work site. The site supervisor shall be available to LIBRARY’s Representative or designee at all times during normal working hours. Avoiding contact with LIBRARY’s Representative or designee may result in suspension of work without extension of the work under this Contract.
D. CONTRACTOR's working hours must coincide with those of LIBRARY working hours (Monday through Saturday, 7:00 am – 5:00 pm, excluding City holidays). LIBRARY must first approve any deviation from these hours and/or work on holidays.

E. The CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features, as well as structures, fixtures, equipment, signage and property. The CONTRACTOR shall be liable for any and all damage(s) caused by its work to such trees, shrubs, plants, other growth and features, structures, fixtures, equipment, signage or property. Any and all damaged items shall be replaced or restored to their original condition to the satisfaction of LIBRARY's Representative at CONTRACTOR's expense.

F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.

G. The roads and pathways shall be left free of debris at the close of each day's operation.

H. CONTRACTOR shall be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It shall be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL-OSHA classifications. CONTRACTOR shall be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-needed project awarded.

I. CONTRACTOR shall notify LIBRARY's Representative or designee at least twenty-four (24) hours prior to starting any work under this CONTRACT.

J. If CONTRACTOR, after having officially started any work under this CONTRACT, should discontinue work for any reason, CONTRACTOR shall first notify LIBRARY's Representative or designee in writing of CONTRACTOR's intent to do so, and shall further notify LIBRARY's Representative or designee in writing of the date of re-starting operations.

K. All work shall be completed to the satisfaction of LIBRARY's Representative or designee. Work will be considered complete only when signed off by LIBRARY's Representative or designee. Work shall be performed to the specifications as determined by the CITY.
L. Failure to comply with any requirement contained herein may result in suspension of work without extension of the work under this CONTRACT.

M. LIBRARY’s Representative or designee must approve any request for sub-contracting of work prior to such subcontracting.

N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 Services to be Provided by the Contractor:

A. Provide all maintenance and/or repairs of landscape and irrigation of various CITY Libraries and LIBRARY facilities.

B. Provide tree pruning, stump and tree removal services.

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4.1 CITY personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this CONTRACT.

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5.1 CONTRACTOR must request final inspection from CITY representative for work completed at each site.

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5.4 If unacceptable service continues, or if the supplier receives three (3) or more such notices, the CITY may terminate this CONTRACT as described in Exhibit A, Standard Provisions for City Contracts (Rev. 10/17)[v.3].
SECTION 6 – COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in each individual Notice To Proceed issued under this CONTRACT. The total compensation under this CONTRACT shall not exceed One Million Dollars ($1,000,000) per fiscal year. The CONTRACT amount is an estimate, and LIBRARY does not guarantee that the CONTRACT maximum amount will be reached. The professional services that LIBRARY is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this CONTRACT, guarantees no minimum amount of business or compensation. LIBRARY staff will monitor this not-to-exceed aggregate total.

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Attn: Eloisa Sarao, Business Office
630 W. 5th Street
Los Angeles, CA 90071

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Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. The CITY may request changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.
Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department and to approve demands before they are drawn on the Treasury.

SECTION 7 – RATIFICATION

At the request of LIBRARY, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this AGREEMENT. By its execution hereof, LIBRARY hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this AGREEMENT, and CONTRACTOR’s performance of such services.

SECTION 8 - INCORPORATION OF DOCUMENTS

This CONTRACT, exhibits, and incorporated documents represents the entire agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. This CONTRACT may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR. The following documents are incorporated and made a part hereof by reference:

Exhibit A. - Standard Provisions for City Contracts (Rev. 10/17)[v.3].

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The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This CONTRACT (2) Exhibit A; and (3) Exhibit B.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By ____________________________     By ____________________________
Bich Ngoc Cao                        Shaun Sakhrani
President                            President
Board of Library Commissioners        Sani Group Inc. DBA BMC
                                      Landscape Management

Date ____________________________    Date ____________________________

APPROVED AS TO FORM:               ATTEST:

MICHAEL N. FEUER, City Attorney

By ____________________________     By ____________________________
Arletta Maria Brimsey                Raquel M. Borden
Deputy City Attorney                 Commission Executive Assistant II

Date ____________________________    Date ____________________________

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By ____________________________
Deputy City Clerk

Date ____________________________
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
WASTE UNLIMITED, INC.
FOR LIBRARY LANDSCAPE MAINTENANCE

This Contract ("CONTRACT" or "AGREEMENT") is entered into this ___ day of _________, 2019, by and between the City of Los Angeles, (herein referred to as "CITY") a municipal corporation, acting by and through its Library Department (hereinafter referred to as "LIBRARY") and its Board of Library Commissioners (hereinafter referred to as "BOARD"), and Waste Unlimited, Inc. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR shall be referred to hereinafter individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, LIBRARY owns various facilities throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, LIBRARY requires the services of experienced and responsible contractors to perform as-needed landscape maintenance services at the seventy-two (72) branch libraries located throughout the City of Los Angeles; and

WHEREAS, On April 11, 2019 the BOARD, as the contract awarding authority found pursuant to Charter Section 371(e)(8), that the LIBRARY may, in-lieu of undertaking its own competitive bidding or proposal process for landscape maintenance, utilize the professional service contract between the Department of Recreation and Parks (hereinafter referred to as "RAP") and CONTRACTOR, which resulted from a Request for Qualifications (RFQ) process approved by the Board of Recreation and Park Commissioners (hereinafter referred to as "RAP BOARD") and performed by RAP staff; and

WHEREAS, On February 21, 2018, the RAP and its RAP BOARD approved the release of a RFQ for as-needed landscape construction, retrofit, maintenance, pruning, clearance and/or repairs (Board Report No. 18-034); and

WHEREAS, On May 16, 2018, the RAP BOARD awarded a contract to CONTRACTOR which resulted from the RFQ process (RAP Board Report No. 18-088); and

WHEREAS, The BOARD, as the contract awarding authority found pursuant to Charter Section 1022, that it is more economical or feasible to have the work performed by independent contractors than by City employees. Prior to 2015, RAP had previously provided landscape maintenance to the 72 branch libraries and ceased due to the lack of sufficient staff. The Library does not have staff in its employ to perform the landscape maintenance services. Therefore, the Board found that it is more economical or feasible to have the work performed by independent contractors.
NOW THEREFORE, LIBRARY and the CONTRACTOR, in consideration of the recitals above and of the terms, covenants and conditions contained herein, agree as follows:

SECTION 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION

1.1 Parties

The PARTIES to this CONTRACT are:

CITY – A municipal corporation, acting by and through the LIBRARY and its BOARD

CONTRACTOR – Waste Unlimited, Inc.

1.2 Representatives

The representatives of the Parties who are authorized to administer this CONTRACT and to whom formal notices, demands and communications will be given for are as follows:

LIBRARY’s representative will be:

Eloisa Sarao  
Library Department  
630 W. 5th Street  
Los Angeles, CA 90071

Email: esarao@lapl.org  
Telephone Number: 213-228-7463  
FAX Number: 213-228-7449

The CONTRACTOR’S representative will be:

Sara Toral, CEO  
Waste Unlimited, Inc.  
24872 Apple St.  
Newhall, CA 91321

Email: wasteunlimited@gmail.com  
Telephone Number: 818-994-1079  
FAX Number: 661-964-0566
1.3 Notices

Formal notices, demands and communications addressing the terms contained in this Agreement initiated by either Party shall be made in writing and may be effected by personal delivery, electronic mail, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five (5) business days after mailing.

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with this Section, within five (5) business days of the change.

CONTRACTOR shall address all questions and correspondence concerning project scope to the Library’s Representative identified in Section 1.2 above.

SECTION 2 – TERM OF THE CONTRACT

2.1 Term

The term of this CONTRACT shall be for three (3) years, commencing on the date of execution of this CONTRACT, subject to earlier termination by LIBRARY as provided in Exhibit A – The Standard Provisions for City Contracts (10/17) [v.3].

2.2 Contract Compliance

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SECTION 3 – SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Building Codes which may include, but is not limited to, the California “Green Book” Building Codes, Universal Building and Plumbing Codes, and the Los Angeles City Building and Plumbing Codes.

B. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to LIBRARY patrons or CITY employees.

C. A qualified supervisor shall be present and readily available to CITY personnel and the public during hours of operation at each work site. The site supervisor shall be available to LIBRARY’s Representative or designee at all times during normal working hours. Avoiding contact with LIBRARY’s Representative or designee may result in suspension of work without extension of the work under this Contract.
D. CONTRACTOR's working hours must coincide with those of LIBRARY working hours (Monday through Saturday, 7:00 am – 5:00 pm, excluding City holidays). LIBRARY must first approve any deviation from these hours and/or work on holidays.

E. The CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features, as well as structures, fixtures, equipment, signage and property. The CONTRACTOR shall be liable for any and all damage(s) caused by its work to such trees, shrubs, plants, other growth and features, structures, fixtures, equipment, signage or property. Any and all damaged items shall be replaced or restored to their original condition to the satisfaction of LIBRARY’s Representative at CONTRACTOR’s expense.

F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.

G. The roads and pathways shall be left free of debris at the close of each day’s operation.

H. CONTRACTOR shall be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It shall be the CONTRACTOR’s responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a “Single Employer” in accordance with CAL-OSHA classifications. CONTRACTOR shall be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-needed project awarded.

I. CONTRACTOR shall notify LIBRARY’s Representative or designee at least twenty-four (24) hours prior to starting any work under this CONTRACT.

J. If CONTRACTOR, after having officially started any work under this CONTRACT, should discontinue work for any reason, CONTRACTOR shall first notify LIBRARY’s Representative or designee in writing of CONTRACTOR’s intent to do so, and shall further notify LIBRARY’s Representative or designee in writing of the date of re-starting operations.

K. All work shall be completed to the satisfaction of LIBRARY’s Representative or designee. Work will be considered complete only when signed off by LIBRARY’s Representative or designee. Work shall be performed to the specifications as determined by the CITY.
L. Failure to comply with any requirement contained herein may result in suspension of work without extension of the work under this CONTRACT.

M. LIBRARY's Representative or designee must approve any request for sub-contracting of work prior to such subcontracting.

N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 Services to be Provided by the Contractor:

A. Provide all maintenance and/or repairs of landscape and irrigation of various CITY Libraries and LIBRARY facilities.

B. Provide tree pruning, stump and tree removal services.

SECTION 4 – SERVICES TO BE PROVIDED BY THE CITY

4.1 CITY personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this CONTRACT.

4.2 CITY will promptly act, review, and make decisions as necessary to permit the orderly progress of CONTRACTOR's work under this CONTRACT.

SECTION 5 - INSPECTION

5.1 CONTRACTOR must request final inspection from CITY representative for work completed at each site.

5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the LIBRARY's Representative or his/her designee, to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."

5.3 CONTRACTOR shall respond in writing to the LIBRARY's Representative or his/her designee indicating what steps are being taken to correct the unacceptable service. If unacceptable service is not corrected after the CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by the CITY until corrections are made.

5.4 If unacceptable service continues, or if the supplier receives three (3) or more such notices, the CITY may terminate this CONTRACT as described in Exhibit A, Standard Provisions for City Contracts (Rev. 10/17)[v.3].
SECTION 6 – COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in each individual Notice To Proceed issued under this CONTRACT. The total compensation under this CONTRACT shall not exceed One Million Dollars ($1,000,000) per fiscal year. The CONTRACT amount is an estimate, and LIBRARY does not guarantee that the CONTRACT maximum amount will be reached. The professional services that LIBRARY is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this CONTRACT, guarantees no minimum amount of business or compensation. LIBRARY staff will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform CITY of any additional project costs due to unforeseen delays and unexpected changes to any scope of work under this CONTRACT. Additional project costs shall be itemized by CONTRACTOR and approved by CITY before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of a project under this CONTRACT by submitting two (2) copies of the invoice, which details the work performed in accordance to the original scope of work and any approved change orders within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

   Library Department
   Attn: Eliza Sarao, Business Office
   630 W. 5th Street
   Los Angeles, CA 90071

All invoices shall be submitted on CONTRACTOR’S letterhead, containing CONTRACTOR’S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. The CITY may request changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.
Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department and to approve demands before they are drawn on the Treasury.

SECTION 7 – RATIFICATION

At the request of LIBRARY, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this AGREEMENT. By its execution hereof, LIBRARY hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this AGREEMENT, and CONTRACTOR’s performance of such services.

SECTION 8 - INCORPORATION OF DOCUMENTS

This CONTRACT, exhibits, and incorporated documents represents the entire agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. This CONTRACT may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR. The following documents are incorporated and made a part hereof by reference:

Exhibit A. - Standard Provisions for City Contracts (Rev. 10/17)[v.3].

Exhibit B. - CONTRACTOR’S Response to Request for Qualifications

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This CONTRACT (2) Exhibit A; and (3) Exhibit B.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By ___________________________ By ___________________________
Bich Ngoc Cao Sara Toral
President CEO
Board of Library Commissioners Waste Unlimited, Inc.

Date ___________________________ Date ___________________________

APPROVED AS TO FORM: ATTEST:
MICHAEL N. FEUER, City Attorney

By ___________________________ By ___________________________
Arletta Maria Brimsey Raquel M. Borden
Deputy City Attorney Commission Executive Assistant II

Date ___________________________ Date ___________________________

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By ___________________________
Deputy City Clerk

Date ___________________________
BOARD OF LIBRARY COMMISSIONERS

MATTERS PENDING

April 11, 2019

SUBJECT

1. NONE

DATE ITEM WILL BE ON THE AGENDA

COMMISSIONERS' OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles Board
Mai Lassiter, Board Member
Kathryn Eidmann, Board Member

Media Marketing Ad Hoc Committee
Bich Ngoc Cao, President
Mai Lassiter, Board Member

Board Policies & Procedures Committee
Chair: Vacant
Member: Vacant