

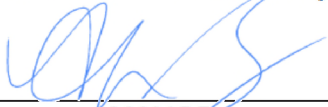
**TRANSMITTAL**

0150-10943-0002

TO The Council	DATE 06/12/20	COUNCIL FILE NO. --
FROM The Mayor		COUNCIL DISTRICT --

**Third Amendments between the Los Angeles Fire Department (LAFD) and seven contractors to provide brush clearance and weed and refuse abatement services for the LAFD Brush Clearance Unit**

Transmitted for further processing.  
See the City Administrative Officer report attached.

  
\_\_\_\_\_  
MAYOR (Ana Guerrero for)

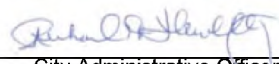
RHL:SJ:04200151

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 06-02-20	C.D. No. --	CAO File No.: 0150-10943-0002				
Contracting Department/Bureau: Los Angeles Fire Department		Contact: Muriel Gee (213) 978-3461					
Reference: Transmittal from the Board of Fire Commissioners dated April 8, 2020; referred for report April 9, 2020							
Purpose of Contract: To provide brush clearance and weed and refuse abatement services.							
Type of Contract: ( ) New contract (X) Amendment, Contract Nos. C-129495; C-129496; C-129497; C-129498; C-129499; C-129500; C-129501		Contract Term Dates: July 1, 2017 through June 30, 2021 (one-year extension)					
Contract/Amendment Amount: \$1,000,000							
Proposed amount \$1,000,000 + Prior award(s) \$2,500,000 = Total \$3,500,000							
Source of funds: Los Angeles Fire Department Contract Brush Clearance Account 003070							
Name of Contractor: Avalon Landscape, Inc. – 13547 Ventura Boulevard #151, Sherman Oaks, CA 91423 Pan American Brush Clearance, Inc. – 5160 Van Nuys Boulevard #284, Sherman Oaks, CA 91403 Pepo Weed Abatement, Inc. – 5660 Lone Pine Place, Paso Robles, CA 93446 International Environmental Corporation – 16654 Soledad Canyon Road #526, Canyon Country, CA 91387 Thrifty Tree Service, Inc. – 18625 Topham Street, Tarzana, CA 91335 Brian Walsh Brush Clearance, Inc. – 1622 Winona Boulevard, Los Angeles, CA 90027 Silent Fire, Inc., dba Monet Wildflowers - 11571 Riverside Drive, North Hollywood, CA 91602							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: Avalon Landscape, Inc. – 100% Pan American Brush Clearance, Inc. – 100% Pepo Weed Abatement, Inc. – 75% International Environmental Corporation – 100% Thrifty Tree Service, Inc. – 0% Brian Walsh Brush Clearance, Inc. – 100% Silent Fire, Inc., dba Monet Wildflowers – 83%				14. California Iran Contracting Act of 2010			X

**RECOMMENDATION**

That the Council, subject to approval of the Mayor, authorize the Fire Chief, or designee, to execute the proposed Third Amendments (Amendments) between the Los Angeles Fire Department and seven contractors identified in this report to provide brush clearance and weed and refuse abatement services. The Amendment will extend the term of the original agreements by one year through June 30, 2021 for an amount not to exceed \$3,500,000 per year subject to available funding, subject to review and approval by the City Attorney.

Samantha Jew			
SJ	Analyst	04200151	City Administrative Officer

## SUMMARY

The Los Angeles Fire Department (LAFD) request authority to enter into Third Amendments (Amendments) with seven contractors (Contractors) to continue brush clearance and weed and refuse abatement services Citywide. The proposed Amendments will extend the contractual term for one year from June 30, 2020 through June 30, 2021 for a revised term date of July 1, 2017 through June 30, 2021. The total maximum compensation amount will increase by \$1,000,000 from \$2,500,000 to \$3,500,000 annually.

In order to minimize brush fire incidents, the LAFD Brush Clearance Unit annually inspects approximately 140,000 properties located in the City's Very High Fire Hazard Severity Zone (VHFSZ). Owners of properties within the VHFSZ are required to clear brush, weeds, and refuse according to specific requirements outlined in the Los Angeles Municipal Code sections 57.322.1, General Brush Clearance, and Item 6 of 57.503.1.6, Easements, (Fire Code). If property owners do not clear their property according to Fire Code standards upon inspection by the LAFD, the LAFD is authorized to perform these services utilizing one of the Contractors and charge property owners for the cost of clearance. The City may be reimbursed for these services through direct invoices or through the County Assessor's tax rolls. Receipts are deposited into Revenue Source Code 4123, Brush Clearance Restitution.

In accordance with the original agreements, Contractors are responsible for brush clearance and weed and refuse abatement services, including tree trimming and removal, in public and private properties within the LAFD's jurisdiction pursuant to Fire Code and LAFD Brush Clearance Unit standards. Cut vegetation must be processed or removed within the same day it is cleared at a reasonable hour. Contractors are responsible for providing their own equipment, subject to inspection by the LAFD. Compensation to Contractors is determined based on submitted bids for individual land parcels to ensure work is performed at a competitive price.

The LAFD released a Request for Qualifications (RFQ) on March 9, 2017 to identify several contractors to provide brush clearance and weed and refuse abatement services. The following seven contractors were selected based on their qualifications and ability to meet the LAFD's requirements: Avalon Landscape, Inc. (C-129495), Pan American Brush Clearance, Inc. (C-129496); Pepo Weed Abatement, Inc. (C-129497); International Environmental Corporation (C-129498); Thrifty Tree Service, Inc. (C-129499); Brian Walsh Brush Clearance, Inc. (C-129500); and, Silent Fire, Inc., dba Monet Wildflowers (C-129501). The initial agreements were effective July 1, 2017 through June 30, 2018, with two one-year options to extend. On June 26, 2018, the LAFD exercised the first option to extend the agreements from June 30, 2018 through June 30, 2019. On May 14, 2019, the LAFD used its final option to extend the agreements from June 30, 2019 through June 30, 2020.

The LAFD is now in the process of another RFQ for brush clearance and weed and refuse abatement services. The RFQ will likely be released after June 30, 2020. In order to continue these services, the LAFD requests approval to execute Third Amendments to these seven agreements to extend the agreement for an additional year through June 30, 2021. As the fire season approaches, the LAFD reports that it is essential these services are continued uninterrupted to reduce the risk of fires in the VHFSZ.

In accordance with Charter Section 1022, the Personnel Department found that City employees can perform the work; however, given the seasonal and temporary nature of the work, this Office determined

that the work could be performed more feasibly by a contractor than by City employees. Furthermore, the required work may include working on steep terrain or on places of limited accessibility that prevent existing City staff and equipment from completing the required work.

In accordance with Los Angeles Administrative Code Section 10.5(b)(2), Council approval of the proposed Amendments is required because the term exceeds three years. To the best of our knowledge, the Contractors have complied with all standard provisions for City contracts.

This Office finds that the proposed Amendments are in accordance with the provisions instituted in Mayor's Belt-Tightening memo dated March 19, 2020, as the services provided through these Amendments are essential to public health and safety. The Contractors will be responsible for weed and refuse abatement and brush clearance to minimize risk of fires in fire-prone areas of the City. The LAFD's Brush Clearance Unit requires the assistance of private contractors to ensure adequate and timely clearance against potential wildfire threats.

### **FISCAL IMPACT STATEMENT**

There is no additional impact to the General Fund associated with the recommendation included in this report. Funding in the amount of \$3,500,000 is included in the 2020-21 Proposed Budget Contract Brush Clearance account. The Los Angeles Fire Department be required to identify additional funding for expenditures in excess of budgeted funds. Revenue received from billed services is deposited into Revenue Source Code 4123, Brush Clearance Restitution.

### **FINANCIAL POLICIES STATEMENT**

The action recommended in this report comply with the City's Financial Policies in that ongoing expenditures will be funded by ongoing revenues.

*RHL:SJ:04200151*

Attachment

# LOS ANGELES FIRE COMMISSION

BOARD OF  
FIRE COMMISSIONERS

DELIA IBARRA  
PRESIDENT

ANDREW GLAZIER  
VICE PRESIDENT

JIMMY H. HARA, M.D.  
REBECCA NINBURG  
JIMMIE WOODS-GRAY

LETICIA GOMEZ  
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI  
Mayor

SUE STENDEL  
INDEPENDENT ASSESSOR

EXECUTIVE OFFICE  
200 NORTH MAIN STREET, SUITE 1840  
LOS ANGELES, CA 90012

(213) 978-3838 PHONE  
(213) 978-3814 FAX

April 8, 2020

Honorable Eric Garcetti  
Mayor, City of Los Angeles  
Room 303, City Hall  
Attn: Legislative Coordinator

[BFC 20-016] – Third Amendment to the Agreements for Brush Clearance, Weed and Refuse Abatement Services (C-129495, C-129496, C-129497, C-129498, C-129499, C-129500, and C-129501)

At its special meeting of April 7, 2020, the Board of Fire Commissioners approved the report and its recommendations. The report is hereby transmitted to the Mayor for consideration and approval.

Should you need additional information, please contact the Board of Fire Commissioners' office at 213-978-3838.

Sincerely,

Commission Executive Assistant II

Attachments

cc: Board of Fire Commissioners (without attachments)  
Fire Chief Ralph M. Terrazas (without attachments)

APPROVED: *4/7/20*  
BOARD OF FIRE COMMISSIONERS  
BY: *Ralph M. Terrazas*  
COMMISSION EXECUTIVE ASSISTANT



# LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS  
FIRE CHIEF

January 27, 2020

BOARD OF FIRE COMMISSIONERS  
FILE NO. 20-016

TO: Board of Fire Commissioners

FROM: *RMT* Ralph M. Terrazas, Fire Chief

SUBJECT: THIRD AMENDMENT TO THE AGREEMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES (C-129495, C-129496, C-129497, C-129498, C-129499, C-129500, and C-129501)

FINAL ACTION:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

### SUMMARY

The Los Angeles Fire Department (LAFD), Brush Clearance Unit, annually inspects approximately 140,000 properties located in the Very High Fire Hazard Severity Zone (Zone) in accordance with Los Angeles Municipal Code Sections 57.322.1 and 57.503.1.6.6 (Fire Code). Owners of properties within the Zone are required to clear brush, weeds and refuse in accordance with the Fire Code. If an owner does not clear the property as required, then the LAFD is authorized to have the property cleared, and the property owner must reimburse the City of Los Angeles (City) for the cost of the work. Because it has been determined that City employees are not available to do the clearance work, private contractors are retained to provide these services. The estimated number of properties that are cleared by LAFD through third party contractors is approximately 11,500.

As a result of a Request for Qualifications that was issued on March 9, 2017, the City, through the LAFD, entered into three-year agreements with seven contractors for brush clearance and weed and refuse abatement services from July 1, 2017 through June 30, 2020. Those contractors are: 1) Avalon Landscape, Inc., C-129495; 2) Pan American Brush Clearance, Inc., C-129496; 3) Pepo Weed Abatement, Inc., C-129497; 4) International Environmental Corporation, C-129498; 5) Thrifty Tree Service, Inc., C-129499; 6) Brian Walsh Brush Clearance, Inc., C-129500; and 7) Silent Fire, Inc., dba Monet Wildflowers, C-129501. The agreements will expire on June 30, 2020.

The LAFD is currently working on developing a Request for Qualifications (RFQ) for brush clearance and weed and refuse abatement services, and it is estimated that the RFQ will be released after June 30, 2020. It is essential to public safety that these services be continuously available in order to reduce the risk of fires in the Zone. Until a new list of qualified contractors is established, the LAFD has determined that the current agreements should be amended to extend the term for one year, through June 30, 2021, in order to ensure that the brush clearance, weed and refuse abatement services are continued in an uninterrupted manner.

The Third Amendments have been reviewed and approved by the City Attorney as to legal form. Pursuant to Los Angeles City Charter Section 373, approval by the City Council is required.

### **RECOMMENDATIONS**

That the Board:

1. Approve and authorize the Fire Chief to execute the Third Amendments to the following Agreements for brush clearance, weed and refuse abatement services, in order to extend the term for one year, from July 1, 2017 through June 30, 2021:
  - a. C-129495 – Avalon Landscape, Inc.
  - b. C-129496 – Pan American Brush Clearance, Inc.
  - c. C-129497 – Pepo Weed Abatement, Inc.
  - d. C-129498 – International Environmental Corporation
  - e. C-129499 – Thrifty Tree Service, Inc.
  - f. C-129500 – Brian Walsh Brush Clearance, Inc.
  - g. C-129501 – Silent Fire, Inc., dba Monet Wildflowers
  
2. Transmit the Third Amendments to the above-referenced Agreements to the Mayor for approval in accordance with Executive Directive No. 3.

### **FISCAL IMPACT**

Funding for these Agreements is available through the General Fund, Account No. 3070 – Contract Brush Clearance.

Board report prepared by James Patrick Hayden, Battalion Chief, Industrial & Commercial Section, Fire Prevention and Public Safety Bureau.

### **Attachments**

1. C-129495, Third Amendment – Avalon Landscape, Inc.
2. C-129496, Third Amendment – Pan American Brush Clearance, Inc.
3. C-129497, Third Amendment – Pepo Weed Abatement, Inc.
4. C-129498, Third Amendment – International Environmental Corporation
5. C-129499, Third Amendment – Thrifty Tree Service, Inc.
6. C-129500, Third Amendment – Brian Walsh Brush Clearance, Inc.
7. C-129501, Third Amendment – Silent Fire, Inc., dba Monet Wildflowers

**THIRD AMENDMENT TO AGREEMENT NO. C-129495  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
AVALON LANDSCAPE, INC.  
TO PROVIDE BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

**THIS THIRD AMENDMENT** to Agreement Number C-129495 between the City of Los Angeles, a municipal corporation (hereinafter referred to as the “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as the “Department”), and Avalon Landscape, Inc., a California Corporation, a qualified brush clearance contractor (hereinafter referred to as the “Contractor”), is entered into with reference to the following:

**WHEREAS**, the Department has the responsibility to comply with and enforce the Los Angeles Municipal Code (“LAMC”) with regard to the property under the jurisdiction of the Department and in particular the abatement of certain public nuisances, including, but not limited to, overgrown vegetation and refuse as set forth in LAMC Section 57.322.1 and Section 57.503.1.6.6; and

**WHEREAS**, the Department requires the services of qualified contractors to abate fire hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved, publically-owned and privately-owned property with the City of Los Angeles; and

**WHEREAS**, in connection with said efforts, the Department has determined it is necessary to have qualified contractors with sufficient crews and equipment available to furnish said abatement services in a timely manner; and

**WHEREAS**, the Department requires such services every year generally commencing in late-Spring; and

**WHEREAS**, on June 20, 2017, the parties entered into Agreement No. C-129495, wherein the Contractor agreed to provide brush clearance, weed and refuse abatement services for a term commencing on July 1, 2017, and terminating on June 30, 2018, with two (2) one-year options to extend the term; and

**WHEREAS**, on June 26, 2018, the parties entered into a First Amendment to exercise the first of two one-year extensions, and extend the term of Agreement No. C-129495 through June 30, 2019; and

**WHEREAS**, on May 14, 2019, the parties entered into a Second Amendment to exercise the second of two one-year extensions, and extend the term of Agreement No. C-129495 through June 30, 2020; and

**WHEREAS**, the parties now desire in this Third Amendment to extend the term of Agreement No. C-129495 through June 30, 2021, in order to allow the Department sufficient time to prepare a Request for Qualifications for Brush Clearance, Weed and Refuse Abatement, and to amend the language in Section 5. Prevailing Wage.

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

**1. SECTION 2 –TERM OF AGREEMENT AND COMPENSATION**, Subsection 2.1 is hereby amended in its entirety to read:

2.1 Term

Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective as of July 1, 2017, and will terminate on June 30, 2021, unless otherwise terminated by the Department as provided for in this Agreement.

**2. SECTION 5 – PREVAILING WAGE**, Section 5 is hereby amended in its entirety to read:

5.1 Prevailing Wages must be paid on all City of Los Angeles public works projects when the work is for construction, alteration, demolition, installation, maintenance or repair when the work is done under contract and paid for in whole or in part out of public funds.

5.1.1 The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to public works wages, and in specific, with Sections 1720-1861 of the Code requiring the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work. The prevailing wage rate is established by the State of California's Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 972-8628, Fax (415) 972-8640, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2636.

5.1.2 Any contract awarded hereunder will require the Contractor and all subcontractors to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

5.1.3 The Contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the Contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

5.2 Pursuant to Section 1776 of the California Labor Code:

5.2.1 The Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the Contractor.

5.2.2 All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor upon request by the City.

5.3 The City has a Joint Labor Compliance Monitoring Program to assist in ensuring that the proper Prevailing Wage Rates are paid to all workers employed on the City's public works projects.

5.3.1 The Contractor and all subcontractors shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' adoption of a Joint Labor Compliance Monitoring Program.

5.3.2 Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2675.

Except as amended by this THIRD AMENDMENT, all other provisions of Agreement No. C-129495 shall remain unchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**AVALON LANDSCAPE, INC., A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

By\*: \_\_\_\_\_  
Luiz Cadiz  
President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

By\*\*: \_\_\_\_\_

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: \_\_\_\_\_

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

DATE: \_\_\_\_\_

City Agreement Number: C-129495-3

**THIRD AMENDMENT TO AGREEMENT NO. C-129496  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
PAN AMERICAN BRUSH CLEARANCE, INC.  
TO PROVIDE BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

**THIS THIRD AMENDMENT** to Agreement Number C-129496 between the City of Los Angeles, a municipal corporation (hereinafter referred to as the “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as the “Department”), and Pan American Brush Clearance, Inc., a California Corporation, a qualified brush clearance contractor (hereinafter referred to as the “Contractor”), is entered into with reference to the following:

**WHEREAS**, the Department has the responsibility to comply with and enforce the Los Angeles Municipal Code (“LAMC”) with regard to the property under the jurisdiction of the Department and in particular the abatement of certain public nuisances, including, but not limited to, overgrown vegetation and refuse as set forth in LAMC Section 57.322.1 and Section 57.503.1.6.6; and

**WHEREAS**, the Department requires the services of qualified contractors to abate fire hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved, publically-owned and privately-owned property with the City of Los Angeles; and

**WHEREAS**, in connection with said efforts, the Department has determined it is necessary to have qualified contractors with sufficient crews and equipment available to furnish said abatement services in a timely manner; and

**WHEREAS**, the Department requires such services every year generally commencing in late-Spring; and

**WHEREAS**, on June 20, 2017, the parties entered into Agreement No. C-129496, wherein the Contractor agreed to provide brush clearance, weed and refuse abatement services for a term commencing on July 1, 2017, and terminating on June 30, 2018, with two (2) one-year options to extend the term; and

**WHEREAS**, on June 26, 2018, the parties entered into a First Amendment to exercise the first of two one-year extensions, and extend the term of Agreement No. C-129496 through June 30, 2019; and

**WHEREAS**, on May 14, 2019, the parties entered into a Second Amendment to exercise the second of two one-year extensions, and extend the term of Agreement No. C-129496 through June 30, 2020; and

**WHEREAS**, the parties now desire in this Third Amendment to extend the term of Agreement No. C-129496 through June 30, 2021, in order to allow the Department sufficient time to prepare a Request for Qualifications for Brush Clearance, Weed and Refuse Abatement, and to amend the language in Section 5. Prevailing Wage.

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

**1. SECTION 2 –TERM OF AGREEMENT AND COMPENSATION**, Subsection 2.1 is hereby amended in its entirety to read:

2.1 Term

Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective as of July 1, 2017, and will terminate on June 30, 2021, unless otherwise terminated by the Department as provided for in this Agreement.

**2. SECTION 5 – PREVAILING WAGE**, Section 5 is hereby amended in its entirety to read:

5.1 Prevailing Wages must be paid on all City of Los Angeles public works projects when the work is for construction, alteration, demolition, installation, maintenance or repair when the work is done under contract and paid for in whole or in part out of public funds.

5.1.1 The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to public works wages, and in specific, with Sections 1720-1861 of the Code requiring the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work. The prevailing wage rate is established by the State of California's Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 972-8628, Fax (415) 972-8640, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2636.

5.1.2 Any contract awarded hereunder will require the Contractor and all subcontractors to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

5.1.3 The Contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the Contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

5.2 Pursuant to Section 1776 of the California Labor Code:

5.2.1 The Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the Contractor.

5.2.2 All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor upon request by the City.

5.3 The City has a Joint Labor Compliance Monitoring Program to assist in ensuring that the proper Prevailing Wage Rates are paid to all workers employed on the City's public works projects.

5.3.1 The Contractor and all subcontractors shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' adoption of a Joint Labor Compliance Monitoring Program.

5.3.2 Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2675.

Except as amended by this THIRD AMENDMENT, all other provisions of Agreement No. C-129496 shall remain unchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**PAN AMERICAN BRUSH  
CLEARANCE, INC., A CALIFORNIA  
CORPORATION**

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

By\*: \_\_\_\_\_  
Eddie Martinez  
President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

By\*\*: \_\_\_\_\_

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: \_\_\_\_\_

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

DATE: \_\_\_\_\_

City Agreement Number: C-129496-3

**THIRD AMENDMENT TO AGREEMENT NO. C-129497  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
PEPO WEED ABATEMENT, INC.  
TO PROVIDE BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

**THIS THIRD AMENDMENT** to Agreement Number C-129497 between the City of Los Angeles, a municipal corporation (hereinafter referred to as the “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as the “Department”), and Pepo Weed Abatement, Inc., a California Corporation, a qualified brush clearance contractor (hereinafter referred to as the “Contractor”), is entered into with reference to the following:

**WHEREAS**, the Department has the responsibility to comply with and enforce the Los Angeles Municipal Code (“LAMC”) with regard to the property under the jurisdiction of the Department and in particular the abatement of certain public nuisances, including, but not limited to, overgrown vegetation and refuse as set forth in LAMC Section 57.322.1 and Section 57.503.1.6.6; and

**WHEREAS**, the Department requires the services of qualified contractors to abate fire hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved, publically-owned and privately-owned property with the City of Los Angeles; and

**WHEREAS**, in connection with said efforts, the Department has determined it is necessary to have qualified contractors with sufficient crews and equipment available to furnish said abatement services in a timely manner; and

**WHEREAS**, the Department requires such services every year generally commencing in late-Spring; and

**WHEREAS**, on June 20, 2017, the parties entered into Agreement No. C-129497, wherein the Contractor agreed to provide brush clearance, weed and refuse abatement services for a term commencing on July 1, 2017, and terminating on June 30, 2018, with two (2) one-year options to extend the term; and

**WHEREAS**, on June 26, 2018, the parties entered into a First Amendment to exercise the first of two one-year extensions, and extend the term of Agreement No. C-129497 through June 30, 2019; and

**WHEREAS**, on May 14, 2019, the parties entered into a Second Amendment to exercise the second of two one-year extensions, and extend the term of Agreement No. C-129497 through June 30, 2020; and

**WHEREAS**, the parties now desire in this Third Amendment to extend the term of Agreement No. C-129497 through June 30, 2021, in order to allow the Department sufficient time to prepare a Request for Qualifications for Brush Clearance, Weed and Refuse Abatement, and to amend the language in Section 5. Prevailing Wage.

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

**1. SECTION 2 –TERM OF AGREEMENT AND COMPENSATION**, Subsection 2.1 is hereby amended in its entirety to read:

2.1 Term

Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective as of July 1, 2017, and will terminate on June 30, 2021, unless otherwise terminated by the Department as provided for in this Agreement.

**2. SECTION 5 – PREVAILING WAGE**, Section 5 is hereby amended in its entirety to read:

5.1 Prevailing Wages must be paid on all City of Los Angeles public works projects when the work is for construction, alteration, demolition, installation, maintenance or repair when the work is done under contract and paid for in whole or in part out of public funds.

5.1.1 The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to public works wages, and in specific, with Sections 1720-1861 of the Code requiring the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work. The prevailing wage rate is established by the State of California's Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 972-8628, Fax (415) 972-8640, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2636.

5.1.2 Any contract awarded hereunder will require the Contractor and all subcontractors to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

5.1.3 The Contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the Contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

5.2 Pursuant to Section 1776 of the California Labor Code:

5.2.1 The Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the Contractor.

5.2.2 All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor upon request by the City.

5.3 The City has a Joint Labor Compliance Monitoring Program to assist in ensuring that the proper Prevailing Wage Rates are paid to all workers employed on the City's public works projects.

5.3.1 The Contractor and all subcontractors shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' adoption of a Joint Labor Compliance Monitoring Program.

5.3.2 Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2675.

Except as amended by this THIRD AMENDMENT, all other provisions of Agreement No. C-129497 shall remain unchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**PEPO WEED ABATEMENT, INC., A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

By\*: \_\_\_\_\_  
Michael V. Pepo  
Chief Executive Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

By\*\*: \_\_\_\_\_

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: \_\_\_\_\_

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

DATE: \_\_\_\_\_

City Agreement Number: C-129497-3

**THIRD AMENDMENT TO AGREEMENT NO. C-129498  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
INTERNATIONAL ENVIRONMENTAL CORPORATION  
TO PROVIDE BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

**THIS THIRD AMENDMENT** to Agreement Number C-129498 between the City of Los Angeles, a municipal corporation (hereinafter referred to as the “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as the “Department”), and International Environmental Corporation, a California Corporation, a qualified brush clearance contractor (hereinafter referred to as the “Contractor”), is entered into with reference to the following:

**WHEREAS**, the Department has the responsibility to comply with and enforce the Los Angeles Municipal Code (“LAMC”) with regard to the property under the jurisdiction of the Department and in particular the abatement of certain public nuisances, including, but not limited to, overgrown vegetation and refuse as set forth in LAMC Section 57.322.1 and Section 57.503.1.6.6; and

**WHEREAS**, the Department requires the services of qualified contractors to abate fire hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved, publically-owned and privately-owned property with the City of Los Angeles; and

**WHEREAS**, in connection with said efforts, the Department has determined it is necessary to have qualified contractors with sufficient crews and equipment available to furnish said abatement services in a timely manner; and

**WHEREAS**, the Department requires such services every year generally commencing in late-Spring; and

**WHEREAS**, on June 20, 2017, the parties entered into Agreement No. C-129498, wherein the Contractor agreed to provide brush clearance, weed and refuse abatement services for a term commencing on July 1, 2017, and terminating on June 30, 2018, with two (2) one-year options to extend the term; and

**WHEREAS**, on June 26, 2018, the parties entered into a First Amendment to exercise the first of two one-year extensions, and extend the term of Agreement No. C-129498 through June 30, 2019; and

**WHEREAS**, on May 14, 2019, the parties entered into a Second Amendment to exercise the second of two one-year extensions, and extend the term of Agreement No. C-129498 through June 30, 2020; and

**WHEREAS**, the parties now desire in this Third Amendment to extend the term of Agreement No. C-129498 through June 30, 2021, in order to allow the Department sufficient time to prepare a Request for Qualifications for Brush Clearance, Weed and Refuse Abatement, and to amend the language in Section 5. Prevailing Wage.

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

**1. SECTION 2 –TERM OF AGREEMENT AND COMPENSATION**, Subsection 2.1 is hereby amended in its entirety to read:

2.1 Term

Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective as of July 1, 2017, and will terminate on June 30, 2021, unless otherwise terminated by the Department as provided for in this Agreement.

**2. SECTION 5 – PREVAILING WAGE**, Section 5 is hereby amended in its entirety to read:

5.1 Prevailing Wages must be paid on all City of Los Angeles public works projects when the work is for construction, alteration, demolition, installation, maintenance or repair when the work is done under contract and paid for in whole or in part out of public funds.

5.1.1 The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to public works wages, and in specific, with Sections 1720-1861 of the Code requiring the Contractor to pay not less than the “General Prevailing Wage Rates” to all workers employed during the work. The prevailing wage rate is established by the State of California’s Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 972-8628, Fax (415) 972-8640, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2636.

5.1.2 Any contract awarded hereunder will require the Contractor and all subcontractors to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the “General Prevailing Wage Rates” to all workers employed in the execution of the contract and to post a copy of the “General Prevailing Wage Rates” at the job-site, in a

conspicuous place available to all employees and applicants for employment.

5.1.3 The Contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the Contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

5.2 Pursuant to Section 1776 of the California Labor Code:

5.2.1 The Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the Contractor.

5.2.2 All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor upon request by the City.

5.3 The City has a Joint Labor Compliance Monitoring Program to assist in ensuring that the proper Prevailing Wage Rates are paid to all workers employed on the City's public works projects.

5.3.1 The Contractor and all subcontractors shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' adoption of a Joint Labor Compliance Monitoring Program.

5.3.2 Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2675.

Except as amended by this THIRD AMENDMENT, all other provisions of Agreement No. C-129498 shall remain unchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**INTERNATIONAL ENVIRONMENTAL CORPORATION, A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

By\*: \_\_\_\_\_  
Virginia Cespedes  
President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

By\*\*: \_\_\_\_\_

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: \_\_\_\_\_

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

DATE: \_\_\_\_\_

City Agreement Number: C-129498-3

**THIRD AMENDMENT TO AGREEMENT NO. C-129499  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THRIFTY TREE SERVICE, INC.  
TO PROVIDE BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

**THIS THIRD AMENDMENT** to Agreement Number C-129499 between the City of Los Angeles, a municipal corporation (hereinafter referred to as the “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as the “Department”), and Thrifty Tree Service, Inc., a California Corporation, a qualified brush clearance contractor (hereinafter referred to as the “Contractor”), is entered into with reference to the following:

**WHEREAS**, the Department has the responsibility to comply with and enforce the Los Angeles Municipal Code (“LAMC”) with regard to the property under the jurisdiction of the Department and in particular the abatement of certain public nuisances, including, but not limited to, overgrown vegetation and refuse as set forth in LAMC Section 57.322.1 and Section 57.503.1.6.6; and

**WHEREAS**, the Department requires the services of qualified contractors to abate fire hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved, publically-owned and privately-owned property with the City of Los Angeles; and

**WHEREAS**, in connection with said efforts, the Department has determined it is necessary to have qualified contractors with sufficient crews and equipment available to furnish said abatement services in a timely manner; and

**WHEREAS**, the Department requires such services every year generally commencing in late-Spring; and

**WHEREAS**, on June 20, 2017, the parties entered into Agreement No. C-129499, wherein the Contractor agreed to provide brush clearance, weed and refuse abatement services for a term commencing on July 1, 2017, and terminating on June 30, 2018, with two (2) one-year options to extend the term; and

**WHEREAS**, on June 26, 2018, the parties entered into a First Amendment to exercise the first of two one-year extensions, and extend the term of Agreement No. C-129499 through June 30, 2019; and

**WHEREAS**, on May 14, 2019, the parties entered into a Second Amendment to exercise the second of two one-year extensions, and extend the term of Agreement No. C-129499 through June 30, 2020; and

**WHEREAS**, the parties now desire in this Third Amendment to extend the term of Agreement No. C-129499 through June 30, 2021, in order to allow the Department sufficient time to prepare a Request for Qualifications for Brush Clearance, Weed and Refuse Abatement, and to amend the language in Section 5. Prevailing Wage.

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

**1. SECTION 2 –TERM OF AGREEMENT AND COMPENSATION**, Subsection 2.1 is hereby amended in its entirety to read:

2.1 Term

Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective as of July 1, 2017, and will terminate on June 30, 2021, unless otherwise terminated by the Department as provided for in this Agreement.

**2. SECTION 5 – PREVAILING WAGE**, Section 5 is hereby amended in its entirety to read:

5.1 Prevailing Wages must be paid on all City of Los Angeles public works projects when the work is for construction, alteration, demolition, installation, maintenance or repair when the work is done under contract and paid for in whole or in part out of public funds.

5.1.1 The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to public works wages, and in specific, with Sections 1720-1861 of the Code requiring the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work. The prevailing wage rate is established by the State of California's Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 972-8628, Fax (415) 972-8640, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2636.

5.1.2 Any contract awarded hereunder will require the Contractor and all subcontractors to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

5.1.3 The Contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the Contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

5.2 Pursuant to Section 1776 of the California Labor Code:

5.2.1 The Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the Contractor.

5.2.2 All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor upon request by the City.

5.3 The City has a Joint Labor Compliance Monitoring Program to assist in ensuring that the proper Prevailing Wage Rates are paid to all workers employed on the City's public works projects.

5.3.1 The Contractor and all subcontractors shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' adoption of a Joint Labor Compliance Monitoring Program.

5.3.2 Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2675.

Except as amended by this THIRD AMENDMENT, all other provisions of Agreement No. C-129499 shall remain unchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**THRIFTY TREE SERVICE, INC., A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

By\*: \_\_\_\_\_  
David Aviram  
President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

By\*\*: \_\_\_\_\_

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: \_\_\_\_\_

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

DATE: \_\_\_\_\_

City Agreement Number: C-129499-3

**THIRD AMENDMENT TO AGREEMENT NO. C-129500  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
BRIAN WALSH BRUSH CLEARANCE, INC.  
TO PROVIDE BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

**THIS THIRD AMENDMENT** to Agreement Number C-129500 between the City of Los Angeles, a municipal corporation (hereinafter referred to as the “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as the “Department”), and Brian Walsh Brush Clearance, Inc., a California Corporation, a qualified brush clearance contractor (hereinafter referred to as the “Contractor”), is entered into with reference to the following:

**WHEREAS**, the Department has the responsibility to comply with and enforce the Los Angeles Municipal Code (“LAMC”) with regard to the property under the jurisdiction of the Department and in particular the abatement of certain public nuisances, including, but not limited to, overgrown vegetation and refuse as set forth in LAMC Section 57.322.1 and Section 57.503.1.6.6; and

**WHEREAS**, the Department requires the services of qualified contractors to abate fire hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved, publically-owned and privately-owned property with the City of Los Angeles; and

**WHEREAS**, in connection with said efforts, the Department has determined it is necessary to have qualified contractors with sufficient crews and equipment available to furnish said abatement services in a timely manner; and

**WHEREAS**, the Department requires such services every year generally commencing in late-Spring; and

**WHEREAS**, on June 20, 2017, the parties entered into Agreement No. C-129500, wherein the Contractor agreed to provide brush clearance, weed and refuse abatement services for a term commencing on July 1, 2017, and terminating on June 30, 2018, with two (2) one-year options to extend the term; and

**WHEREAS**, on June 26, 2018, the parties entered into a First Amendment to exercise the first of two one-year extensions, and extend the term of Agreement No. C-129500 through June 30, 2019; and

**WHEREAS**, on May 14, 2019, the parties entered into a Second Amendment to exercise the second of two one-year extensions, and extend the term of Agreement No. C-129500 through June 30, 2020; and

**WHEREAS**, the parties now desire in this Third Amendment to extend the term of Agreement No. C-129500 through June 30, 2021, in order to allow the Department sufficient time to prepare a Request for Qualifications for Brush Clearance, Weed and Refuse Abatement, and to amend the language in Section 5. Prevailing Wage.

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

**1. SECTION 2 –TERM OF AGREEMENT AND COMPENSATION**, Subsection 2.1 is hereby amended in its entirety to read:

2.1 Term

Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective as of July 1, 2017, and will terminate on June 30, 2021, unless otherwise terminated by the Department as provided for in this Agreement.

**2. SECTION 5 – PREVAILING WAGE**, Section 5 is hereby amended in its entirety to read:

5.1 Prevailing Wages must be paid on all City of Los Angeles public works projects when the work is for construction, alteration, demolition, installation, maintenance or repair when the work is done under contract and paid for in whole or in part out of public funds.

5.1.1 The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to public works wages, and in specific, with Sections 1720-1861 of the Code requiring the Contractor to pay not less than the “General Prevailing Wage Rates” to all workers employed during the work. The prevailing wage rate is established by the State of California’s Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 972-8628, Fax (415) 972-8640, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2636.

5.1.2 Any contract awarded hereunder will require the Contractor and all subcontractors to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the “General Prevailing Wage Rates” to all workers employed in the execution of the contract and to post a copy of the “General Prevailing Wage Rates” at the job-site, in a

conspicuous place available to all employees and applicants for employment.

5.1.3 The Contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the Contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

5.2 Pursuant to Section 1776 of the California Labor Code:

5.2.1 The Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the Contractor.

5.2.2 All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor upon request by the City.

5.3 The City has a Joint Labor Compliance Monitoring Program to assist in ensuring that the proper Prevailing Wage Rates are paid to all workers employed on the City's public works projects.

5.3.1 The Contractor and all subcontractors shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' adoption of a Joint Labor Compliance Monitoring Program.

5.3.2 Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2675.

Except as amended by this THIRD AMENDMENT, all other provisions of Agreement No. C-129500 shall remain unchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**BRIAN WALSH BRUSH CLEARANCE, INC., A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

By\*: \_\_\_\_\_  
Brian Walsh  
President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

By\*\*: \_\_\_\_\_

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: \_\_\_\_\_

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

DATE: \_\_\_\_\_

City Agreement Number: C-129500-3

**THIRD AMENDMENT TO AGREEMENT NO. C-129501  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
SILENT FIRE, INC., DBA MONET WILDFLOWERS  
TO PROVIDE BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

**THIS THIRD AMENDMENT** to Agreement Number C-129501 between the City of Los Angeles, a municipal corporation (hereinafter referred to as the “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as the “Department”), and Silent Fire, Inc., a California Corporation, a qualified brush clearance contractor (hereinafter referred to as the “Contractor”), is entered into with reference to the following:

**WHEREAS**, the Department has the responsibility to comply with and enforce the Los Angeles Municipal Code (“LAMC”) with regard to the property under the jurisdiction of the Department and in particular the abatement of certain public nuisances, including, but not limited to, overgrown vegetation and refuse as set forth in LAMC Section 57.322.1 and Section 57.503.1.6.6; and

**WHEREAS**, the Department requires the services of qualified contractors to abate fire hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved, publically-owned and privately-owned property with the City of Los Angeles; and

**WHEREAS**, in connection with said efforts, the Department has determined it is necessary to have qualified contractors with sufficient crews and equipment available to furnish said abatement services in a timely manner; and

**WHEREAS**, the Department requires such services every year generally commencing in late-Spring; and

**WHEREAS**, on June 20, 2017, the parties entered into Agreement No. C-129501, wherein the Contractor agreed to provide brush clearance, weed and refuse abatement services for a term commencing on July 1, 2017, and terminating on June 30, 2018, with two (2) one-year options to extend the term; and

**WHEREAS**, on June 26, 2018, the parties entered into a First Amendment to exercise the first of two one-year extensions, and extend the term of Agreement No. C-129501 through June 30, 2019; and

**WHEREAS**, on May 14, 2019, the parties entered into a Second Amendment to exercise the second of two one-year extensions, and extend the term of Agreement No. C-129501 through June 30, 2020; and

**WHEREAS**, the parties now desire in this Third Amendment to extend the term of Agreement No. C-129501 through June 30, 2021, in order to allow the Department sufficient time to prepare a Request for Qualifications for Brush Clearance, Weed and Refuse Abatement, and to amend the language in Section 5. Prevailing Wage.

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

**1. SECTION 2 –TERM OF AGREEMENT AND COMPENSATION**, Subsection 2.1 is hereby amended in its entirety to read:

2.1 Term

Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective as of July 1, 2017, and will terminate on June 30, 2021, unless otherwise terminated by the Department as provided for in this Agreement.

**2. SECTION 5 – PREVAILING WAGE**, Section 5 is hereby amended in its entirety to read:

5.1 Prevailing Wages must be paid on all City of Los Angeles public works projects when the work is for construction, alteration, demolition, installation, maintenance or repair when the work is done under contract and paid for in whole or in part out of public funds.

5.1.1 The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to public works wages, and in specific, with Sections 1720-1861 of the Code requiring the Contractor to pay not less than the “General Prevailing Wage Rates” to all workers employed during the work. The prevailing wage rate is established by the State of California’s Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 972-8628, Fax (415) 972-8640, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2636.

5.1.2 Any contract awarded hereunder will require the Contractor and all subcontractors to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the “General Prevailing Wage Rates” to all workers employed in the execution of the contract and to post a copy of the “General Prevailing Wage Rates” at the job-site, in a conspicuous place available to all employees and applicants for employment.

5.1.3 The Contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the Contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

5.2 Pursuant to Section 1776 of the California Labor Code:

5.2.1 The Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the Contractor.

5.2.2 All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor upon request by the City.

5.3 The City has a Joint Labor Compliance Monitoring Program to assist in ensuring that the proper Prevailing Wage Rates are paid to all workers employed on the City's public works projects.

5.3.1 The Contractor and all subcontractors shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' adoption of a Joint Labor Compliance Monitoring Program.

5.3.2 Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2675.

Except as amended by this THIRD AMENDMENT, all other provisions of Agreement No. C-129501 shall remain unchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**SILENT FIRE, INC., A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

By\*: \_\_\_\_\_  
Courtney Kite  
President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

By\*\*: \_\_\_\_\_

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: \_\_\_\_\_

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

DATE: \_\_\_\_\_

City Agreement Number: C-129501-3