



# 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:  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 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 Withdrawn |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**

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

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

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

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

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

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

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

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

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

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

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

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

\* 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.

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: \_\_\_\_\_

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

\* 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.

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**

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

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

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

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

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

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

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

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

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

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

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

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

\* 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.

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.

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**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.

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**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**

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

Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

Samuel W. Petty  
Deputy City Attorney

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

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

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

**INTERNATIONAL ENVIRONMENTAL  
CORPORATION, A CALIFORNIA  
CORPORATION**

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

Virginia Cespedes  
President

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

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

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

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

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

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

\* 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.

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**

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

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

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

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

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

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

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

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

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

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

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

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

\* 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.

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: \_\_\_\_\_

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

\* 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.

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**

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

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

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

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

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

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

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

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

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

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

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

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

\* 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.

City Agreement Number: C-129501-3