

JUN 26, 2007

LOS ANGELES FIRE DEPARTMENT



DOUGLAS L. BARRY
INTERIM FIRE CHIEF

June 22, 2007

BOARD OF FIRE COMMISSIONERS
FILE NO. 07-060

TO: Board of Fire Commissioners

FROM: Douglas L. Barry, Interim Fire Chief *DLB*

SUBJECT: SECOND AMENDMENT TO EXTEND THE WEED AND REFUSE
ABATEMENT CONTRACTS

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 Withdrawn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

Recommendations: That the Board:

1. Approve the extension of the Agreement as outlined in the Second Amendment to cover Fiscal Year 2007-08.
2. The Second Amendment to the Agreement should be forwarded to the City Council for review and approval and to the Mayor for review in accordance with Executive Directive No. 16.

Summary:

The ongoing effort to provide public safety through the enforcement of the Brush Clearance Ordinance requires the Brush Clearance Unit to inspect approximately 130,000 properties per year. On the average, 800 to 1,200 properties are cleared by the Fire Department. The use of private contractors to abate a public nuisance has proven to be both necessary and cost effective.

The work itself has been deemed to be too hazardous for City employees to perform in accordance with their Memorandum of Understanding. Therefore, other City departments, such as Water and Power; Public Works, Bureau of Street Services; or Recreation and Parks, cannot perform the work.

The first extension to the Agreement was with 13 companies that possessed both the skills and knowledge of what is required by the Fire Department. However, for various reasons, only nine names will be recommended to have their contracts extended at this time (please see attachment).

Three contractors will not be returning:

Company Name	Owner	Reason for Removal
AAA Landscaping	Al Gerlich	Opted not to Participate
Rankin Gardens Service	Percy Rankin	Out of Business
Ross Tree Landscaping	Ross Freedman	Opted not to Participate
So Cal Land Cleaning	Torin Newton	Undecided

AAA Landscaping and Ross Tree Landscaping opted not to participate in last year's bid session for personal reasons. They were invited to participate in this year's brush season, but neither has expressed any interest in participating in this Program. Mr. Percy Rankin, of Rankin Gardens Service, passed away earlier this year. Mr. Rankin had been affiliated with the Brush Clearance Program for over 16 years. So Cal Land Cleaning at this time is undecided and maybe presented to the Board of Fire Commissioners at a later date.

Conclusion:

The Fire Department's Brush Clearance Program has been one of the best and most successful Programs in the country. Every year, the Brush Clearance Program reduces the likelihood of a devastating wildfire occurring within the City limits.

The nine contractors contained in the attached list have all met the requirements as set forth in the Request for Qualification; therefore, it is the recommendation of the Fire Department that the Board of Fire Commissioners extend the term of the contract to one year, which will be the last extension under the current contract.

Board report prepared by Robert Knight, Captain II, and Kathy Dade, Management Analyst I, Brush Clearance Unit.

Attachment

ATTACHMENT

2007 CONTRACTORS LIST		
COMPANY NAME	OWNERS NAME	CITY, STATE
AVALON LANDSCAPING INC.	LUIS CADIZ	SHERMAN OAKS, CA
BRIAN WALSH BRUSH CLEARANCE	BRIAN WALSH	LOS ANGELES, CA
INTERNATIONAL ENVIRONMENTAL	HENRY CESPEDES	VAN NUYS, CA
PAN AMERICAN LANDSCAPING	GUSTAVO OCCHIUZZO	SHERMAN OAKS, CA
PEPO WEED ABATEMENT INC.	MIKE PEPO	PALMDALE, CA
RAY BYERS & COMPANY	OLIN RAY BYERS	CASTAIC, CA
SILENT FIRE, INC.	COURTNEY KITE	PASADENA, CA
VAN GOGH LLC	TONY TAMAYO	STUDIO CITY, CA
WASTE UNLIMITED	SHANE FONE	SUNLAND, CA

SECOND AMENDMENT TO AGREEMENT NO. C108354

**BETWEEN
THE CITY OF LOS ANGELES
AND
AVALON LANDSCAPE, INC.
TO PROVIDE BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT**

THIS SECOND AMENDMENT to Agreement Number C108354 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 California Corporation, a California corporation organization (hereinafter referred to as the "CONTRACTOR"), is entered into with reference to the following:

WHEREAS, the DEPARTMENT requires the services of qualified CONTRACTORS to abate hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved property within the CITY; and

WHEREAS, on July 1, 2005 the DEPARTMENT contracted qualified CONTRACTORS with sufficient crews and equipment to furnish said abatement services in a timely manner; and

WHEREAS, on July 1, 2006 the DEPARTMENT extended the terms of this AGREEMENT one year ending June 30, 2007; and

WHEREAS, the parties wish to amend this AGREEMENT to extend the term for one additional year and to make technical revisions.

The parties amend this AGREEMENT is as follows:

1. **ARTICLE 2. – TERM THE AGREEMENT** is amended as follows: effective July 1, 2007 and expire on June 30, 2008; and

-
- "A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2006, unless otherwise terminated by the DEPARTMENT as hereinafter provided in ARTICLE 7 – TERMINATION AND DISQUALIFICATION, of this AGREEMENT."
 - "B. The CITY may, at its sole discretion and through the CITY'S Representative, with the concurrence of the Board of Fire Commissioners, extend the term of the Agreement for two (2) additional years, exercisable in one-year increments, pursuant to written agreement as provided in ARTICLE 10 – AMENDMENTS, of this Agreement. Any such amendment will be subject to availability of CITY funds and the CONTRACTOR'S satisfactory performance of all the terms of this Agreement."

2. **ARTICLE 4. – BIDS AND HOURLY LABOR RATE** is amended to add the rate applicable to the second 12-month term to read as follows:

“The hourly labor rate for a five (5) persons crew for the term July 1, 2007, through June 30, 2008, is \$100.00. This is the rate to be used by the CONTRACTOR to prepare a bid.”

3. **ARTICLE 15. - REQUIRED SAFETY EQUIPMENT AND CLOTHING** the contract is amended to add a new ARTICLE 15 to read as follows:

- A. The Board of Fire Commissioners require that Weed and Refuse Abatement Contractors shall provide the DEPARTMENT with the following documentations or protective equipment:
1. A California Highway Patrol “SafetyNet Driver/Vehicle Inspection Report (CHP 407)” for all vehicles used to do weed and refuse abatement. CONTRACTOR will be required to renew their CHP form 407 annually.
 2. A photocopy of your Business Tax Permit
 3. A Class “A portable 2.5 gallon water fire extinguisher” and “Class 4A 60B:C dry chemical fire extinguisher” for each vehicle used to do weed and refuse abatement.
 4. Safety equipment, such as but not limited to, reflective vest, hard hat, safety glasses, protective gloves and clothing, ear protection, and a Landscaper First Aid Kit.
4. All other terms and conditions of the AGREEMENT remain unchanged.

{Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated.

AVALON LANDSCAPE, INC.

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____

DOUGLAS L. BARRY
Interim Fire Chief
Los Angeles FIRE DEPARTMENT

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

FRANK T. MARTINEZ, City Clerk

BY: _____

JANET JACKSON
Deputy City Attorney

BY: _____

Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: 358444-99

Federal Taxpayer ID Number: 95-4565933

Agreement Number: C108354

**SECOND AMENDMENT TO AGREEMENT NO. C108355
BETWEEN
THE CITY OF LOS ANGELES
AND
BRIAN WALSH BRUSH CLEARANCE
TO PROVIDE BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT**

THIS SECOND AMENDMENT to Agreement Number C108355 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 Sole Proprietorship, a California corporation organization (hereinafter referred to as the "CONTRACTOR"), is entered into with reference to the following:

WHEREAS, the DEPARTMENT requires the services of qualified CONTRACTORS to abate hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved property within the CITY; and

WHEREAS, on July 1, 2005 the DEPARTMENT contracted qualified CONTRACTORS with sufficient crews and equipment to furnish said abatement services in a timely manner; and

WHEREAS, on July 1, 2006 the DEPARTMENT extended the terms of this AGREEMENT one year ending June 30, 2007; and

WHEREAS, the parties wish to amend this AGREEMENT to extend the term for one additional year and to make technical revisions.

The parties amend this AGREEMENT is as follows:

1. **ARTICLE 2. – TERM THE AGREEMENT** is amended as follows: effective July 1, 2007 and expire on June 30, 2008; and

"A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2006, unless otherwise terminated by the DEPARTMENT as hereinafter provided in **ARTICLE 7 – TERMINATION AND DISQUALIFICATION**, of this AGREEMENT."

"B. The CITY may, at its sole discretion and through the CITY'S Representative, with the concurrence of the Board of Fire Commissioners, extend the term of the Agreement for two (2) additional years, exercisable in one-year increments, pursuant to written agreement as provided in **ARTICLE 10 – AMENDMENTS**, of this Agreement. Any such amendment will be subject to availability of CITY funds and the CONTRACTOR'S satisfactory performance of all the terms of this Agreement."

2. **ARTICLE 4. – BIDS AND HOURLY LABOR RATE** is amended to add the rate applicable to the second 12-month term to read as follows:

“The hourly labor rate for a five (5) persons crew for the term July 1, 2007, through June 30, 2008, is \$100.00. This is the rate to be used by the CONTRACTOR to prepare a bid.”

3. **ARTICLE 15. - REQUIRED SAFETY EQUIPMENT AND CLOTHING** the contract is amended to add a new ARTICLE 15 to read as follows:

- A. The Board of Fire Commissioners require that Weed and Refuse Abatement Contractors shall provide the DEPARTMENT with the following documentations or protective equipment:
1. A California Highway Patrol “SafetyNet Driver/Vehicle Inspection Report (CHP 407)” for all vehicles used to do weed and refuse abatement. CONTRACTOR will be required to renew their CHP form 407 annually.
 2. A photocopy of your Business Tax Permit
 3. A Class “A portable 2.5 gallon water fire extinguisher” and “Class 4A 60B:C dry chemical fire extinguisher” for each vehicle used to do weed and refuse abatement.
 4. Safety equipment, such as but not limited to, reflective vest, hard hat, safety glasses, protective gloves and clothing, ear protection, and a Landscaper First Aid Kit.
4. All other terms and conditions of the AGREEMENT remain unchanged.

{Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated.

BRIAN WALSH BRUSH CLEARANCE

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____

DOUGLAS L. BARRY
Interim Fire Chief
Los Angeles FIRE DEPARTMENT

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

FRANK T. MARTINEZ, City Clerk

BY: _____

JANET JACKSON
Deputy City Attorney

BY: _____

Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: 468869-31

Federal Taxpayer ID Number: 95-4337408

Agreement Number: C108355

**SECOND AMENDMENT TO AGREEMENT NO. C108356
BETWEEN
THE CITY OF LOS ANGELES
AND
INTERNATIONAL ENVIRONMENTAL CORPORATION
TO PROVIDE BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT**

THIS SECOND AMENDMENT to Agreement Number C108356 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 California Corporation, a California corporation organization (hereinafter referred to as the "CONTRACTOR"), is entered into with reference to the following:

WHEREAS, the DEPARTMENT requires the services of qualified CONTRACTORS to abate hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved property within the CITY; and

WHEREAS, on July 1, 2005 the DEPARTMENT contracted qualified CONTRACTORS with sufficient crews and equipment to furnish said abatement services in a timely manner; and

WHEREAS, on July 1, 2006 the DEPARTMENT extended the terms of this AGREEMENT one year ending June 30, 2007; and

WHEREAS, the parties wish to amend this AGREEMENT to extend the term for one additional year and to make technical revisions.

The parties amend this AGREEMENT is as follows:

1. **ARTICLE 2. – TERM THE AGREEMENT** is amended as follows: effective July 1, 2007 and expire on June 30, 2008; and

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- "A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2006, unless otherwise terminated by the DEPARTMENT as hereinafter provided in ARTICLE 7 – TERMINATION AND DISQUALIFICATION, of this AGREEMENT."
 - "B. The CITY may, at its sole discretion and through the CITY'S Representative, with the concurrence of the Board of Fire Commissioners, extend the term of the Agreement for two (2) additional years, exercisable in one-year increments, pursuant to written agreement as provided in ARTICLE 10 – AMENDMENTS, of this Agreement. Any such amendment will be subject to availability of CITY funds and the CONTRACTOR'S satisfactory performance of all the terms of this Agreement."

2. **ARTICLE 4. – BIDS AND HOURLY LABOR RATE** is amended to add the rate applicable to the second 12-month term to read as follows:

“The hourly labor rate for a five (5) persons crew for the term July 1, 2007, through June 30, 2008, is \$100.00. This is the rate to be used by the CONTRACTOR to prepare a bid.”

3. **ARTICLE 15. - REQUIRED SAFETY EQUIPMENT AND CLOTHING** the contract is amended to add a new ARTICLE 15 to read as follows:

- A. The Board of Fire Commissioners require that Weed and Refuse Abatement Contractors shall provide the DEPARTMENT with the following documentations or protective equipment:
1. A California Highway Patrol “SafetyNet Driver/Vehicle Inspection Report (CHP 407)” for all vehicles used to do weed and refuse abatement. CONTRACTOR will be required to renew their CHP form 407 annually.
 2. A photocopy of your Business Tax Permit
 3. A Class “A portable 2.5 gallon water fire extinguisher” and “Class 4A 60B:C dry chemical fire extinguisher” for each vehicle used to do weed and refuse abatement.
 4. Safety equipment, such as but not limited to, reflective vest, hard hat, safety glasses, protective gloves and clothing, ear protection, and a Landscaper First Aid Kit.
4. All other terms and conditions of the AGREEMENT remain unchanged.

{Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated.

INTERNATIONAL ENVIRONMENTAL CORPORATION

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____

DOUGLAS L. BARRY
Interim Fire Chief
Los Angeles FIRE DEPARTMENT

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

FRANK T. MARTINEZ, City Clerk

BY: _____

JANET JACKSON
Deputy City Attorney

BY: _____

Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: 499540

Federal Taxpayer ID Number: 95-4063578

Agreement Number: C108356

**SECOND AMENDMENT TO AGREEMENT NO. C108357
BETWEEN
THE CITY OF LOS ANGELES
AND
PAN AMERICAN BRUSH CLEARANCE, INC.
TO PROVIDE BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT**

THIS SECOND AMENDMENT to Agreement Number C108357 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 California Corporation, a California corporation organization (hereinafter referred to as the "CONTRACTOR"), is entered into with reference to the following:

WHEREAS, the DEPARTMENT requires the services of qualified CONTRACTORS to abate hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved property within the CITY; and

WHEREAS, on July 1, 2005 the DEPARTMENT contracted qualified CONTRACTORS with sufficient crews and equipment to furnish said abatement services in a timely manner; and

WHEREAS, on July 1, 2006 the DEPARTMENT extended the terms of this AGREEMENT one year ending June 30, 2007; and

WHEREAS, the parties wish to amend this AGREEMENT to extend the term for one additional year and to make technical revisions.

The parties amend this AGREEMENT is as follows:

1. **ARTICLE 2. – TERM THE AGREEMENT** is amended as follows: effective July 1, 2007 and expire on June 30, 2008; and

"A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2006, unless otherwise terminated by the DEPARTMENT as hereinafter provided in ARTICLE 7 – TERMINATION AND DISQUALIFICATION, of this AGREEMENT."

"B. The CITY may, at its sole discretion and through the CITY'S Representative, with the concurrence of the Board of Fire Commissioners, extend the term of the Agreement for two (2) additional years, exercisable in one-year increments, pursuant to written agreement as provided in ARTICLE 10 – AMENDMENTS, of this Agreement. Any such amendment will be subject to availability of CITY funds and the CONTRACTOR'S satisfactory performance of all the terms of this Agreement."

2. **ARTICLE 4. – BIDS AND HOURLY LABOR RATE** is amended to add the rate applicable to the second 12-month term to read as follows:

“The hourly labor rate for a five (5) persons crew for the term July 1, 2007, through June 30, 2008, is \$100.00. This is the rate to be used by the CONTRACTOR to prepare a bid.”

3. **ARTICLE 15. - REQUIRED SAFETY EQUIPMENT AND CLOTHING** the contract is amended to add a new ARTICLE 15 to read as follows:

- A. The Board of Fire Commissioners require that Weed and Refuse Abatement Contractors shall provide the DEPARTMENT with the following documentations or protective equipment:
1. A California Highway Patrol “SafetyNet Driver/Vehicle Inspection Report (CHP 407)” for all vehicles used to do weed and refuse abatement. CONTRACTOR will be required to renew their CHP form 407 annually.
 2. A photocopy of your Business Tax Permit
 3. A Class “A portable 2.5 gallon water fire extinguisher” and “Class 4A 60B:C dry chemical fire extinguisher” for each vehicle used to do weed and refuse abatement.
 4. Safety equipment, such as but not limited to, reflective vest, hard hat, safety glasses, protective gloves and clothing, ear protection, and a Landscaper First Aid Kit.
4. All other terms and conditions of the AGREEMENT remain unchanged.

{Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated.

PAN AMERICAN BRUSH CLEARANCE, INC.

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____

DOUGLAS L. BARRY
Interim Fire Chief
Los Angeles FIRE DEPARTMENT

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

FRANK T. MARTINEZ, City Clerk

BY: _____

JANET JACKSON
Deputy City Attorney

BY: _____

Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: 267908-05

Federal Taxpayer ID Number: 95-4618379

Agreement Number: C108357

**SECOND AMENDMENT TO AGREEMENT NO. C108358
BETWEEN
THE CITY OF LOS ANGELES
AND
PEPO WEED ABATEMENT, INC.
TO PROVIDE BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT**

THIS SECOND AMENDMENT to Agreement Number C108358 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 California Corporation, a California corporation organization (hereinafter referred to as the "CONTRACTOR"), is entered into with reference to the following:

WHEREAS, the DEPARTMENT requires the services of qualified CONTRACTORS to abate hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved property within the CITY; and

WHEREAS, on July 1, 2005 the DEPARTMENT contracted qualified CONTRACTORS with sufficient crews and equipment to furnish said abatement services in a timely manner; and

WHEREAS, on July 1, 2006 the DEPARTMENT extended the terms of this AGREEMENT one year ending June 30, 2007; and

WHEREAS, the parties wish to amend this AGREEMENT to extend the term for one additional year and to make technical revisions.

The parties amend this AGREEMENT is as follows:

1. **ARTICLE 2. – TERM THE AGREEMENT** is amended as follows: effective July 1, 2007 and expire on June 30, 2008; and

-
- "A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2006, unless otherwise terminated by the DEPARTMENT as hereinafter provided in ARTICLE 7 – TERMINATION AND DISQUALIFICATION, of this AGREEMENT."
 - "B. The CITY may, at its sole discretion and through the CITY'S Representative, with the concurrence of the Board of Fire Commissioners, extend the term of the Agreement for two (2) additional years, exercisable in one-year increments, pursuant to written agreement as provided in ARTICLE 10 – AMENDMENTS, of this Agreement. Any such amendment will be subject to availability of CITY funds and the CONTRACTOR'S satisfactory performance of all the terms of this Agreement."

2. **ARTICLE 4. – BIDS AND HOURLY LABOR RATE** is amended to add the rate applicable to the second 12-month term to read as follows:

“The hourly labor rate for a five (5) persons crew for the term July 1, 2007, through June 30, 2008, is \$100.00. This is the rate to be used by the CONTRACTOR to prepare a bid.”

3. **ARTICLE 15. - REQUIRED SAFETY EQUIPMENT AND CLOTHING** the contract is amended to add a new ARTICLE 15 to read as follows:

- A. The Board of Fire Commissioners require that Weed and Refuse Abatement Contractors shall provide the DEPARTMENT with the following documentations or protective equipment:

1. A California Highway Patrol “SafetyNet Driver/Vehicle Inspection Report (CHP 407)” for all vehicles used to do weed and refuse abatement. CONTRACTOR will be required to renew their CHP form 407 annually.
2. A photocopy of your Business Tax Permit
3. A Class “A portable 2.5 gallon water fire extinguisher” and “Class 4A 60B:C dry chemical fire extinguisher” for each vehicle used to do weed and refuse abatement.
4. Safety equipment, such as but not limited to, reflective vest, hard hat, safety glasses, protective gloves and clothing, ear protection, and a Landscaper First Aid Kit.

4. All other terms and conditions of the AGREEMENT remain unchanged.

{Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated.

PEPO WEED ABATEMENT, INC.

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____

DOUGLAS L. BARRY
Interim Fire Chief
Los Angeles FIRE DEPARTMENT

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

FRANK T. MARTINEZ, City Clerk

BY: _____
JANET JACKSON
Deputy City Attorney

BY: _____
Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: 832384

Federal Taxpayer ID Number: 95-4330742

Agreement Number: C108358

SECOND AMENDMENT TO AGREEMENT NO. C108606
BETWEEN
THE CITY OF LOS ANGELES
AND
RAY BYERS & COMPANY
TO PROVIDE BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT

THIS SECOND AMENDMENT to Agreement Number C108606 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 Sole Proprietorship, a California corporation organization (hereinafter referred to as the "CONTRACTOR"), is entered into with reference to the following:

WHEREAS, the DEPARTMENT requires the services of qualified CONTRACTORS to abate hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved property within the CITY; and

WHEREAS, on July 1, 2005 the DEPARTMENT contracted qualified CONTRACTORS with sufficient crews and equipment to furnish said abatement services in a timely manner; and

WHEREAS, on July 1, 2006 the DEPARTMENT extended the terms of this AGREEMENT one year ending June 30, 2007; and

WHEREAS, the parties wish to amend this AGREEMENT to extend the term for one additional year and to make technical revisions.

The parties amend this AGREEMENT is as follows:

1. **ARTICLE 2. – TERM THE AGREEMENT** is amended as follows: effective July 1, 2007 and expire on June 30, 2008; and

-
- "A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2006, unless otherwise terminated by the DEPARTMENT as hereinafter provided in **ARTICLE 7 – TERMINATION AND DISQUALIFICATION**, of this AGREEMENT."
 - "B. The CITY may, at its sole discretion and through the CITY'S Representative, with the concurrence of the Board of Fire Commissioners, extend the term of the Agreement for two (2) additional years, exercisable in one-year increments, pursuant to written agreement as provided in **ARTICLE 10 – AMENDMENTS**, of this Agreement. Any such amendment will be subject to availability of CITY funds and the CONTRACTOR'S satisfactory performance of all the terms of this Agreement."

2. **ARTICLE 4. – BIDS AND HOURLY LABOR RATE** is amended to add the rate applicable to the second 12-month term to read as follows:

“The hourly labor rate for a five (5) persons crew for the term July 1, 2007, through June 30, 2008, is \$100.00. This is the rate to be used by the CONTRACTOR to prepare a bid.”

3. **ARTICLE 15. - REQUIRED SAFETY EQUIPMENT AND CLOTHING** the contract is amended to add a new ARTICLE 15 to read as follows:

- A. The Board of Fire Commissioners require that Weed and Refuse Abatement Contractors shall provide the DEPARTMENT with the following documentations or protective equipment:
1. A California Highway Patrol “SafetyNet Driver/Vehicle Inspection Report (CHP 407)” for all vehicles used to do weed and refuse abatement. CONTRACTOR will be required to renew their CHP form 407 annually.
 2. A photocopy of your Business Tax Permit
 3. A Class “A portable 2.5 gallon water fire extinguisher” and “Class 4A 60B:C dry chemical fire extinguisher” for each vehicle used to do weed and refuse abatement.
 4. Safety equipment, such as but not limited to, reflective vest, hard hat, safety glasses, protective gloves and clothing, ear protection, and a Landscaper First Aid Kit.
4. All other terms and conditions of the AGREEMENT remain unchanged.

{Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated.

RAY BYERS & COMPANY

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____

DOUGLAS L. BARRY
Interim Fire Chief
Los Angeles FIRE DEPARTMENT

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

FRANK T. MARTINEZ, City Clerk

BY: _____

JANET JACKSON
Deputy City Attorney

BY: _____

Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: 027901-66

Federal Taxpayer ID Number: 95-3959123

Agreement Number: C108606

**SECOND AMENDMENT TO AGREEMENT NO. C108361
BETWEEN
THE CITY OF LOS ANGELES
AND
SILENT FIRE, INC.
TO PROVIDE BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT**

THIS SECOND AMENDMENT to Agreement Number C108361 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 California Corporation, a California corporation organization (hereinafter referred to as the "CONTRACTOR"), is entered into with reference to the following:

WHEREAS, the DEPARTMENT requires the services of qualified CONTRACTORS to abate hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved property within the CITY; and

WHEREAS, on July 1, 2005 the DEPARTMENT contracted qualified CONTRACTORS with sufficient crews and equipment to furnish said abatement services in a timely manner; and

WHEREAS, on July 1, 2006 the DEPARTMENT extended the terms of this AGREEMENT one year ending June 30, 2007; and

WHEREAS, the parties wish to amend this AGREEMENT to extend the term for one additional year and to make technical revisions.

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1. **ARTICLE 2. – TERM THE AGREEMENT** is amended as follows: effective July 1, 2007 and expire on June 30, 2008; and

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- "A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2006, unless otherwise terminated by the DEPARTMENT as hereinafter provided in **ARTICLE 7 – TERMINATION AND DISQUALIFICATION**, of this AGREEMENT."
 - "B. The CITY may, at its sole discretion and through the CITY'S Representative, with the concurrence of the Board of Fire Commissioners, extend the term of the Agreement for two (2) additional years, exercisable in one-year increments, pursuant to written agreement as provided in **ARTICLE 10 – AMENDMENTS**, of this Agreement. Any such amendment will be subject to availability of CITY funds and the CONTRACTOR'S satisfactory performance of all the terms of this Agreement."

2. **ARTICLE 4. – BIDS AND HOURLY LABOR RATE** is amended to add the rate applicable to the second 12-month term to read as follows:

“The hourly labor rate for a five (5) persons crew for the term July 1, 2007, through June 30, 2008, is \$100.00. This is the rate to be used by the CONTRACTOR to prepare a bid.”

3. **ARTICLE 15. - REQUIRED SAFETY EQUIPMENT AND CLOTHING** the contract is amended to add a new ARTICLE 15 to read as follows:

- A. The Board of Fire Commissioners require that Weed and Refuse Abatement Contractors shall provide the DEPARTMENT with the following documentations or protective equipment:

1. A California Highway Patrol “SafetyNet Driver/Vehicle Inspection Report (CHP 407)” for all vehicles used to do weed and refuse abatement. CONTRACTOR will be required to renew their CHP form 407 annually.
2. A photocopy of your Business Tax Permit
3. A Class “A portable 2.5 gallon water fire extinguisher” and “Class 4A 60B:C dry chemical fire extinguisher” for each vehicle used to do weed and refuse abatement.
4. Safety equipment, such as but not limited to, reflective vest, hard hat, safety glasses, protective gloves and clothing, ear protection, and a Landscaper First Aid Kit.

4. All other terms and conditions of the AGREEMENT remain unchanged.

{Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated.

SILENT FIRE, INC.

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____

DOUGLAS L. BARRY
Interim Fire Chief
Los Angeles FIRE DEPARTMENT

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

FRANK T. MARTINEZ, City Clerk

BY: _____

JANET JACKSON
Deputy City Attorney

BY: _____

Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: 96199437

Federal Taxpayer ID Number: 954748314

Agreement Number: C108361

**SECOND AMENDMENT TO AGREEMENT NO. C108362
BETWEEN
THE CITY OF LOS ANGELES
AND
VAN GOGH LANDSCAPING LLC
TO PROVIDE BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT**

THIS SECOND AMENDMENT to Agreement Number C108362 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 Limited Partnership, a California corporation organization (hereinafter referred to as the "CONTRACTOR"), is entered into with reference to the following:

WHEREAS, the DEPARTMENT requires the services of qualified CONTRACTORS to abate hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved property within the CITY; and

WHEREAS, on July 1, 2005 the DEPARTMENT contracted qualified CONTRACTORS with sufficient crews and equipment to furnish said abatement services in a timely manner; and

WHEREAS, on July 1, 2006 the DEPARTMENT extended the terms of this AGREEMENT one year ending June 30, 2007; and

WHEREAS, the parties wish to amend this AGREEMENT to extend the term for one additional year and to make technical revisions.

The parties amend this AGREEMENT is as follows:

1. **ARTICLE 2. – TERM THE AGREEMENT** is amended as follows: effective July 1, 2007 and expire on June 30, 2008; and

-
- "A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2006, unless otherwise terminated by the DEPARTMENT as hereinafter provided in ARTICLE 7 – TERMINATION AND DISQUALIFICATION, of this AGREEMENT."
 - "B. The CITY may, at its sole discretion and through the CITY'S Representative, with the concurrence of the Board of Fire Commissioners, extend the term of the Agreement for two (2) additional years, exercisable in one-year increments, pursuant to written agreement as provided in ARTICLE 10 – AMENDMENTS, of this Agreement. Any such amendment will be subject to availability of CITY funds and the CONTRACTOR'S satisfactory performance of all the terms of this Agreement."

2. **ARTICLE 4. – BIDS AND HOURLY LABOR RATE** is amended to add the rate applicable to the second 12-month term to read as follows:

“The hourly labor rate for a five (5) persons crew for the term July 1, 2007, through June 30, 2008, is \$100.00. This is the rate to be used by the CONTRACTOR to prepare a bid.”

3. **ARTICLE 15. - REQUIRED SAFETY EQUIPMENT AND CLOTHING** the contract is amended to add a new ARTICLE 15 to read as follows:

- A. The Board of Fire Commissioners require that Weed and Refuse Abatement Contractors shall provide the DEPARTMENT with the following documentations or protective equipment:
1. A California Highway Patrol “SafetyNet Driver/Vehicle Inspection Report (CHP 407)” for all vehicles used to do weed and refuse abatement. CONTRACTOR will be required to renew their CHP form 407 annually.
 2. A photocopy of your Business Tax Permit
 3. A Class “A portable 2.5 gallon water fire extinguisher” and “Class 4A 60B:C dry chemical fire extinguisher” for each vehicle used to do weed and refuse abatement.
 4. Safety equipment, such as but not limited to, reflective vest, hard hat, safety glasses, protective gloves and clothing, ear protection, and a Landscaper First Aid Kit.
4. All other terms and conditions of the AGREEMENT remain unchanged.

{Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated.

VAN GOGH LANDSCAPING LLC

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____

DOUGLAS L. BARRY
Interim Fire Chief
Los Angeles FIRE DEPARTMENT

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

FRANK T. MARTINEZ, City Clerk

BY: _____

JANET JACKSON
Deputy City Attorney

BY: _____

Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: 904792-11

Federal Taxpayer ID Number: 95-4796478

Agreement Number: C108362

**SECOND AMENDMENT TO AGREEMENT NO. C108363
BETWEEN
THE CITY OF LOS ANGELES
AND
WASTE UNLIMITED
TO PROVIDE BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT**

THIS SECOND AMENDMENT to Agreement Number C108363 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 Nevada Corporation, a California corporation organization (hereinafter referred to as the "CONTRACTOR"), is entered into with reference to the following:

WHEREAS, the DEPARTMENT requires the services of qualified CONTRACTORS to abate hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved property within the CITY; and

WHEREAS, on July 1, 2005 the DEPARTMENT contracted qualified CONTRACTORS with sufficient crews and equipment to furnish said abatement services in a timely manner; and

WHEREAS, on July 1, 2006 the DEPARTMENT extended the terms of this AGREEMENT one year ending June 30, 2007; and

WHEREAS, the parties wish to amend this AGREEMENT to extend the term for one additional year and to make technical revisions.

The parties amend this AGREEMENT is as follows:

1. **ARTICLE 2. – TERM THE AGREEMENT** is amended as follows: effective July 1, 2007 and expire on June 30, 2008; and

-
- "A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2006, unless otherwise terminated by the DEPARTMENT as hereinafter provided in **ARTICLE 7 – TERMINATION AND DISQUALIFICATION**, of this AGREEMENT."
 - "B. The CITY may, at its sole discretion and through the CITY'S Representative, with the concurrence of the Board of Fire Commissioners, extend the term of the Agreement for two (2) additional years, exercisable in one-year increments, pursuant to written agreement as provided in **ARTICLE 10 – AMENDMENTS**, of this Agreement. Any such amendment will be subject to availability of CITY funds and the CONTRACTOR'S satisfactory performance of all the terms of this Agreement."

2. **ARTICLE 4. – BIDS AND HOURLY LABOR RATE** is amended to add the rate applicable to the second 12-month term to read as follows:

“The hourly labor rate for a five (5) persons crew for the term July 1, 2007, through June 30, 2008, is \$100.00. This is the rate to be used by the CONTRACTOR to prepare a bid.”

3. **ARTICLE 15. - REQUIRED SAFETY EQUIPMENT AND CLOTHING** the contract is amended to add a new ARTICLE 15 to read as follows:

- A. The Board of Fire Commissioners require that Weed and Refuse Abatement Contractors shall provide the DEPARTMENT with the following documentations or protective equipment:

1. A California Highway Patrol “SafetyNet Driver/Vehicle Inspection Report (CHP 407)” for all vehicles used to do weed and refuse abatement. CONTRACTOR will be required to renew their CHP form 407 annually.
2. A photocopy of your Business Tax Permit
3. A Class “A portable 2.5 gallon water fire extinguisher” and “Class 4A 60B:C dry chemical fire extinguisher” for each vehicle used to do weed and refuse abatement.
4. Safety equipment, such as but not limited to, reflective vest, hard hat, safety glasses, protective gloves and clothing, ear protection, and a Landscaper First Aid Kit.

4. All other terms and conditions of the AGREEMENT remain unchanged.

{Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated.

WASTE UNLIMITED

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____

DOUGLAS L. BARRY
Interim Fire Chief
Los Angeles FIRE DEPARTMENT

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

FRANK T. MARTINEZ, City Clerk

BY: _____

JANET JACKSON
Deputy City Attorney

BY: _____

Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: 911753

Federal Taxpayer ID Number: 954745793

Agreement Number: C108363