

August 5, 2014

# LOS ANGELES FIRE DEPARTMENT



JAMES G. FEATHERSTONE  
INTERIM FIRE CHIEF

July 15, 2014

BOARD OF FIRE COMMISSIONERS  
FILE NO. 14-077

TO: Board of Fire Commissioners

FROM: James G. Featherstone, Interim Fire Chief

SUBJECT: APPROVAL OF WEED AND REFUSE ABATEMENT CONTRACTORS  
FROM THE REQUEST FOR QUALIFICATIONS NO. LAFD 2014-038-001

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 Withdrawn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, Brush Clearance Unit, inspects approximately 140,000 properties located in the Very High Fire Hazard Severity Zone in accordance with Los Angeles Municipal Code 57.322.1. The Fire Department traditionally hires between 15 and 17 new contractors to ensure competitive bidding. The Weed and Refuse Abatement Agreement (Agreement) expired on June 30, 2014.

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 Public Works' Street Services, Department of Water and Power, Los Angeles Zoo, or Recreation and Parks, cannot perform the work.

The new list of contractors (Attachment A), with the approval of the Board of Fire Commissioners, and subject to review and approval by the City Attorney and the Mayor, will be established prior to, and effective on, July 1, 2014, and be valid for a one-year period. The Department may, at its sole discretion, with the approval of the Board of Fire Commissioners, extend the term of the agreement (Attachment B) for up to two (2) additional years, exercisable in one-year increments.

The approved weed abatement contractors will be invited to participate in weekly bid sessions beginning August 2014, for privately owned parcels and in May 2015, for City-owned parcels. The contractors work at the discretion of the Fire Department and must abide by the regulations and requirements stated in the Agreement and the "Statement of Non-Collusion." The Department requested a waiver from the Minority Business Enterprise/Women Business Enterprise (MBE/WBE) provisions, which has been granted by the Mayor's Office.

## **RECOMMENDATIONS**

That the Board:

1. Approve the attached list of Weed and Refuse contractors for Fiscal Year 2014-2015;
2. Direct the Commission Executive Assistant II to transmit the 2014 Agreement to the Mayor and City Council for review and approval in accordance with Executive Directive No. 3.

## **FISCAL IMPACT**

Each contractor is required to maintain sufficient crews and equipment to furnish these services in a timely manner and must continue to demonstrate a willingness to perform such services. During the 2013 Brush Clearance season, the Fire Department's Brush Clearance Unit inspected 136,507 parcels, issued 9,767 citations, and sent to contract for weed and refuse abatement 810 privately-owned and 487 City-owned parcels at an estimated cost of \$2.5 million.

These contracts are paid from Account No. 3070 – Brush Clearance Contracts, and have been approved each year in the Department's Adopted Annual Budget. The City is reimbursed for brush clearance costs by invoicing the property owners directly, or through the County Assessor's tax rolls.

## **CONCLUSION**

The Fire Department has determined that weed abatement contractors are an essential element to a successful Brush Clearance Program. During past brush fire seasons, thousands of acres have been destroyed and numerous homes lost to wildfires. The Los Angeles Fire Department's Brush Clearance Program has proven to be one of the best and most successful programs in the country. The Brush Clearance Unit requires the assistance of private weed and refuse abatement contractors to ensure that adequate clearance and defense against the threat of wildfires is maintained.

Board report prepared by: Robert Knight, Captain II, and Armando Nuñez, Fire Inspector II, Brush Clearance Unit.

## **Attachments**

*Attachment A: Fiscal Year 2014-15 Contractors List*  
*Attachment B: Contractual Agreement*

**ATTACHMENT A****FISCAL YEAR 2014-15 CONTRACTORS LIST**

<b>COMPANY NAME</b>		<b>CITY, STATE, ZIP</b>	<b>PHONE #</b>
<b>AVALON LANDSCAPE, INC.</b>	Luis Cadiz	SHERMAN OAKS, CA 91423	(818) 981-0452
<b>BRIAN WALSH BRUSH CLEARANCE</b>	Brian T. Walsh	LOS ANGELES, CA 90027	(323) 662-9062
<b>CALIFORNIA CUT &amp; CLEAR INC.</b>	Shena Settle	LOS ANGELES, CA 90047	(323) 753-1862
<b>DEREK WILKINS LANDSCAPE DESIGN</b>	Derek Wilkins	LOS ANGELES, CA 90068	(323) 465-7788
<b>EQUIERY INC. ECCONO TREE CARE</b>	Ori Zairi	PACIFIC PALISADES, CA 90272	(310) 980-1956
<b>INTERNATIONAL ENVIRONMENTAL CORP</b>	Henry Cespedes	PANORAMA CITY, CA 91412	(818) 892-9341
<b>OUTLOOK ZONE, INC.</b>	Yosef Shalev	SHERMAN OAKS, CA 91403	(818) 788-1235
<b>PAN AMERICAN BRUSH CLEARANCE, INC.</b>	Eddie Martinez	SHERMAN OAKS, CA 91403	(818) 766-1966
<b>PEPO WEED ABATEMENT, INC.</b>	Mike Pepo	PALMDALE, CA 93551	(661) 943-1445
<b>SERVIN GARDENING</b>	Florentino Servin	LA PUENTE, CA 91744	(626) 222-0573
<b>SILENT FIRE, INC. DBA: MONET WILD FLOWERS</b>	Courtney Kite	SIMI VALLEY, CA 93063	(323) 244-7144
<b>STEVEN W RAPP, DBA: SR LANDSCAPE</b>	Steven W. Rapp	GLENDALE, CA 91208	(818) 249-0111
<b>THE JUNGLE NURSERY AND LANDSCAPE</b>	John Wn Cohn	LOS ANGELES, CA 90025	(310) 235-2875
<b>THE ORIGINAL MOWBRAY'S TREE SERVICE</b>	Robin Mowbray	SAN BERNARDINO, CA 92408	(909) 389-0077
<b>THRIFTY TREE SERVICE, INC.</b>	Dave Aviram	RESEDA, CA 91335	(818) 996-4577
<b>YOUR WAY TREE SERVICE</b>	Jesse Montoya	TARZANA, CA 91356	(818) 269-4469
<b>WASTE UNLIMITED, INC.</b>	Shane Fone	SUNLAND, CA 91040	(818) 994-1079

**THIS LIST IS PROVIDED AS A CONVENIENCE ONLY AND DOES NOT CONSTITUTE A RECOMMENDATION**

## ATTACHMENT B

AGREEMENT NO. \_\_\_\_\_

BETWEEN

THE CITY OF LOS ANGELES

AND

«Company»

TO PROVIDE BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

**THIS** Agreement is made and entered into by and between the City of Los Angeles (hereinafter referred to as the "CITY"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as the "DEPARTMENT"), and «Company», a «LegalEntity», a City qualified brush clearance contractor (hereinafter referred to as the "CONTRACTOR").

**WHEREAS**, the DEPARTMENT has the responsibility to comply with and enforce the Los Angeles Municipal Code (hereinafter referred to as the "L.A.M.C.") 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, brush clearance, weed and refuse abatement, and tree trimming or removal as set forth in L.A.M.C. §57.21.07; and

**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**, in connection with said efforts, the DEPARTMENT has determined it to be necessary to have available qualified CONTRACTORS with sufficient crews and equipment 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**, the CONTRACTOR has responded to the DEPARTMENT'S outreach; and

**WHEREAS**, the CONTRACTOR represents, it is experienced in providing services of the type required and has indicated its willingness to perform such services, and it is in the CITY'S best interest to secure said services from the CONTRACTOR.

**NOW, THEREFORE**, in consideration of the above premises and terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

### **I. PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTICE**

#### **A. Parties**

The parties to this Agreement are:

1. CITY - The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. CONTRACTOR - «Company», a «LegalEntity», having its principal office at: «LEGAL\_ADDRESS».
  - a. Contractor's name shall be the legal name as shown on its Los Angeles Business Tax Registration Certificate (BTRC). At the request of the CONTRACTOR, a "Doing Business As (DBA)" can be included as part of the Agreement.

B. Representatives

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

1. The CITY'S Representative will be as follows, unless otherwise stated in the Agreement:

James G. Featherstone, Interim Fire Chief  
Los Angeles Fire Department  
200 North Main Street, 18<sup>th</sup> Floor  
Los Angeles, California 90012

With copies to:

Commander, Brush Clearance Unit  
Bureau of Fire Prevention and Public Safety  
Los Angeles Fire Department  
6262 Van Nuys Boulevard, Suite 451  
Van Nuys, California 91401  
(818) 374-1111 Telephone Number  
(818) 778-4910 Fax Number

2. The CONTRACTOR'S representative will be:

Name:	«OwnerName»
Title:	«OwnerTitle»
Company:	«Company»
Telephone Number:	«Phone»
Cellular Number:	«Cellular»
Fax Number	«FAX»
E-mail Address:	«Email»

C. Notices

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and shall be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of receipt.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given, in accord with this ARTICLE, within five (5) working days of said change.

## **II. TERMS OF AGREEMENT**

### **A. Expiration of Agreement**

The terms of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2015, unless otherwise terminated by the DEPARTMENT as hereinafter provided in Section XII – DISQUALIFICATION, and Section XIII – TERMINATION of this Agreement.

### **B. Ratification of Agreement**

To the extent that the CONTRACTOR may have begun performance of the services before the date of execution at the CITY'S request and due to the immediate needs, the CITY hereby ratifies and accepts those services performed in accordance with this AGREEMENT and authorizes payment as provided by the terms of this AGREEMENT.

### **C. Amendments**

The Board of Fire Commissioners may extend the Agreement for a total of two (2) additional years, exercisable in one-year increments, utilizing the amendment process described in Section PSC 6 of Attachment B, Standard Provisions for City Contracts. Any amendments to extend the term of this Agreement or to increase the maximum amount of compensation allowable is contingent on availability of funds and the CONTRACTOR having provided satisfactory services under this AGREEMENT.

### **D. Mandatory Orientation**

The CONTRACTOR hereby acknowledges having attended the required orientation sessions presented by the DEPARTMENT regarding the Brush Clearance Program (Program), and further acknowledges having received and reviewed all related documents about the Program as distributed by the DEPARTMENT to potential CONTRACTORS. The CONTRACTOR hereby further acknowledges being familiar with the brush clearance, and the L.A.M.C.'S

weed and refuse abatement requirements and the Program's policies, procedures and requirements.

### III. **CONTRACT SPECIFICATIONS AND REQUIREMENTS**

#### A. Personal Liability

No member of the Board of Fire Commissioners, or any other elected official, officer or employee of the CITY shall be personally liable for any claim arising under this Agreement.

#### B. Errors and Omission

The CONTRACTOR will not be allowed to take advantage of any error or omission in the "Contract Specifications and Requirements" section. Such errors or omissions should be brought to immediate attention of the DEPARTMENT. Full instructions will be given when such error or omission is discovered.

#### C. Condition of Equipment

The CONTRACTOR shall satisfy the CITY and the DEPARTMENT'S requirement of their ability to perform the work contemplated. The condition of the equipment to be used and the CONTRACTOR'S previous experience, reputation, and financial responsibility, will be considered in awarding the contract.

#### D. Required Licenses

During the term of this Agreement, the CONTRACTOR will provide brush clearance weed and/or refuse abatement services on property under the DEPARTMENT'S jurisdiction, pursuant to the requirements specified in L.A.M.C. §57.21.07. Upon contract execution, CONTRACTOR must possess a C-27 license from the Contractors State License Board (CSLB) if he or she is interested in clearing brush. A CSLB C-61 license with a D-49 designation is required if he or she is interested in trimming trees.

#### E. Re-Awarding a Bid Package

1. If a CONTRACTOR is dismissed, disqualified or resigns from his or her contractual agreement, or if the contract is terminated for any reason, the DEPARTMENT may award this portion of the contract to the next lowest acceptable bidder in the original bid.
2. The completion date of a package may be extended beyond the stated expiration date at the sole discretion of the DEPARTMENT.

F. Work to Be Performed by the Contractor

1. Specific work to be performed by the CONTRACTOR will be assigned by the DEPARTMENT to the CONTRACTOR pursuant to Program's Policies and Procedures.
2. The exact nature of the work to be performed by the CONTRACTOR for each bid award will be specifically described in the "Contractor's Worksheet" provided by the DEPARTMENT for each parcel to be cleaned.
3. Cut vegetation must be processed or removed within forty-eight (48) hours of cutting. Unless work is to be performed on Saturday, any vegetation cut on Friday must be processed or removed by the end of that same Friday.

G. Timelines

1. Time is of the essence. All work identified in a bid package must be satisfactorily completed no later than 5:00 p.m. Pacific Time, thirteen (13) calendar days after the bid award.
2. Performance days shall not include City holidays and rain days.
3. Weekends shall be included as performance dates.
4. Unexcused delays in completion of work will result in assessment of penalties pursuant to Section XI – LIQUIDATED DAMAGES, of this Agreement.

H. Professional Conduct

The CONTRACTOR, and any of its employees, will conduct themselves in a professional manner while conducting business on City property, while in contact with City employees and other CONTRACTORS, and while performing their obligations in the field as delineated in the terms of this Agreement.

I. Affidavit of Non-Collusion

1. Throughout this Agreement's term, the CONTRACTOR must abide by the requirements stated in the Affidavit of Non-Collusion, attached hereto as Attachment A and incorporated herein, on each and every bid submitted, and regarding any other action in furtherance of the CONTRACTOR'S participation in the Program.



2. Failure to abide by the requirements of this ARTICLE and Attachment A will be cause for termination of this Agreement and will result in the CONTRACTOR being disqualified from future participation in the Program.

#### **IV. LAWS AND POLICIES TO BE OBSERVED**

- A. The CONTRACTOR shall keep himself or herself fully informed of all existing and future federal, state, county or city laws, regulations and municipal ordinances, which may in any manner affect their work.
- B. The CONTRACTOR shall at all times observe and comply with, and shall cause their subcontractors to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders and decrees.
- C. The CONTRACTOR shall at all times enforce strict discipline and good order among its employees or subcontractors and the CONTRACTOR shall not employ or assign work to unfit persons or anyone not skilled in the operation of equipment.

#### **V. EQUIPMENT REQUIREMENTS, INSPECTION AND DOCUMENTATION**

##### **A. Equipment Requirements**

All equipment furnished must meet the requirements of the General Specifications. All equipment must have suitable transport and be equipped with an approved spark arrester, fire extinguisher, and wheel chocks where applicable.

##### **B. Equipment Inspection**

Any and all equipment offered must be available for inspection by a DEPARTMENT representative prior to awarding. If equipment is to be leased or purchased, the supplier and specifications must be provided upon request. Any unsatisfactory equipment will be rejected.

##### **C. Equipment Documentation**

1. The Board of Fire Commissioners requires the Weed and Refuse Abatement Contractors to provide the DEPARTMENT with the following documentations or protective equipment:
2. A California Highway Patrol Safety Net Driver/Vehicle Inspection Report (CHP 407) for all vehicles used to do weed and refuse abatement. The CONTRACTOR will be required to renew their CHP 407 annually.

##### **D. Fire Extinguishers**

1. The following fire extinguishers will be required on each vehicle used to perform weed abatement or refuse abatement. They must be Underwriters Laboratory approved.
  - a. A "Class A portable 2.5 gallon water fire extinguisher."
  - b. A "Class 4A 60B:C dry chemical fire extinguisher" for each vehicle used to do weed and refuse abatement.
2. The fire extinguishers must display current inspection tags upon the beginning of this Agreement.

E. Safety Clothing

The CONTRACTOR shall ensure its employees are equipped with and will wear or maintain the following items while working on this Agreement's properties:

1. Reflective vest
2. Hard hat
3. Safety glasses
4. Protective gloves and clothing
5. Ear protection
6. Landscaper First Aid Kit

F. Equipment General Specifications

1. If the CONTRACTOR'S performance of any requirement under this Agreement is due on a City holiday or during the weekend, such performance will be due on the next regular City business day.
2. The period for performance of any requirement set forth in this Agreement will be determined based on calendar days, excluding City holidays and rain days, but not excluding weekends.

G. Operation and Maintenance

1. The CONTRACTOR shall have the necessary tools, and spare parts and equipment to allow the operator or worker to make minor repairs in the field and to keep all contracted equipment operating and serviceable throughout the day.

2. The CONTRACTOR is responsible for performing all routine maintenance, and to make repairs of any and all equipment on its own time.

## VI. BIDS

### A. Bids

1. The DEPARTMENT will compile numbered bid packages for the work required, usually consisting of thirty (30) to fifty (50) hours or more of brush clearance, weed and refuse abatement, and tree trimming and removal work for a typical five (5) person crew. The bid package may include more than one parcel to be abated. The bid package will include:
  - Copies of the Department's brush clearance worksheet indicating specific items to be considered for each parcel,
  - A copy of the applicable Los Angeles County Assessor's map,
  - The start date, the Affidavit of Non-Collusion (an exemplar of such Affidavit is attached to this Agreement as Attachment A), and
  - The bid sheet on which the CONTRACTOR'S bid must be submitted, the work required on each parcel will be only that which is described on the worksheet.
2. The CONTRACTOR will respond within seven (7) calendar days following the release of the bid package (unless otherwise specified in the bid package) by submitting a sealed bid on the bid sheet provided by the DEPARTMENT, pursuant to Section VII – AWARD OF BIDS, of this Agreement.
3. Bids are due in the DEPARTMENT'S Brush Clearance Unit Office at 6262 Van Nuys Boulevard, Suite 451, Van Nuys, California, 91401 before 2:45 p.m., Pacific Time, each Thursday following the release of a bid package.

### B. Deletion of Certain Parcels from Final Bid Package to Be Awarded

1. The DEPARTMENT will endeavor to inspect each parcel that has been included in a bid package on the date that bids are due to be submitted for bidding. This "last-minute" inspection is intended to ensure that work is not assigned to a City brush clearance CONTRACTOR if the property owner began abatement work during the period between issuance of the original bid package and the deadline for submitting the bid.

2. Therefore, it is possible that one or more parcels that were included in the originally issued bid package may be pulled and deleted by the DEPARTMENT from the final bid package to be awarded. In such event, the DEPARTMENT will post, at the Brush Clearance Unit Office, by 2:00 p.m., Pacific Time, on the date the bids are due, the list of parcels included in the originally issued bid package and will note on that list any pulled parcels that are deleted from the final bid package to be awarded.
3. On the day bids are to be submitted and prior to submittal of a bid, the CONTRACTOR will have the sole responsibility to confirm what parcels are included in the final bid package to be awarded, based on the final posted list of parcels.
4. It will be the CONTRACTOR'S sole responsibility to revise and adjust the bid to be submitted to reflect whether the DEPARTMENT has pulled and deleted any parcel from the final bid package to be awarded.
5. Any bid submitted by the CONTRACTOR that does not conform to the final list of parcels as posted by the DEPARTMENT will be rejected, as non-responsive, and such bid will not be considered for an award.
6. A CONTRACTOR may withdraw his or her bids at anytime during the bid session.
7. Should a controversy arise as to the reported number of parcels, the amount of work done, or the size of the parcels cleared by the CONTRACTOR, the DEPARTMENT shall investigate any discrepancies and make the final determination.

## **VII. AWARD OF BIDS**

- A. All issues, questions or clarifications regarding a bid package, or the policies and the procedures of the Program, must be directed to the Brush Clearance Unit Commander or the attending Inspector II, prior to the submittal of bids:
  1. After the deadline for submittal of bids and continuing until the bid award, the CONTRACTOR will not communicate in any manner with the DEPARTMENT'S personnel regarding any bid package or bid.
  2. After the deadline for submittal of bids, the CONTRACTOR will wait outside of the Brush Clearance Unit office until summoned.
  3. Bids will be submitted in sealed envelopes. Only one (1) bid sheet is to be submitted per envelope and an Affidavit of Non-Collusion, fully executed by the CONTRACTOR, must accompany each bid sheet. Bids must be complete, legible, and in black ink.

4. The price for each parcel must be specified and the package's total amount must be stated.
  5. When bidding, it is mandatory that bidders, or their qualified representatives, be present at bid openings and during the awarding of bids. NO BIDS WILL BE ACCEPTED AFTER 2:45 P.M.
  6. After the deadline for the submittal of bids, bids will be opened, sorted, and read promptly by the DEPARTMENT personnel. Beginning at 3:00 p.m., or as soon as possible thereafter, the bid will be awarded to the lowest responsible bidder for each package.
  7. Each package will be awarded to one CONTRACTOR only. The DEPARTMENT reserves the right to reject all bids and not make an award on any bid package that was issued. If parcels have been pulled during the bid session, the winning CONTRACTOR will have the option of not accepting the bid award, at which time it will be awarded to the next lowest bidder.
- B. After the deadline for the submittal of bids, bids will be opened, sorted, and read promptly by the DEPARTMENT'S personnel. Beginning at 3:00 p.m., or as soon as possible thereafter, the bid will be awarded to the lowest responsible bidder for each package.
1. Each package will be awarded to one CONTRACTOR only. The DEPARTMENT reserves the right to reject all bids and to not make an award on any bid package that was issued.
  2. If parcels have been pulled during the bid session, the winning CONTRACTOR will have the option of not accepting the bid award, at which time it will be awarded to the next lowest bidder.
  3. If no parcels were pulled during bid session, the winning CONTRACTOR must accept the package in total.
  4. Once the CONTRACTOR has accepted the bid award, the bid and the related bid package, become a contract and the CONTRACTOR will be held responsible for completing the work by 5:00 p.m., Pacific Time, thirteen (13) calendar days after the awarding of the bid.
  5. Any and all problems, complaints and questions regarding policies and procedures must be directed to the Brush Clearance Unit Commander or the attending Inspector II, prior to the submittal of the bid.
- C. Contractor's Representative

1. If someone, other than the CONTRACTOR'S representative, specified in Section I.B.2, will be participating in a particular bid session, written documentation from the CONTRACTOR identifying and authorizing the representative to participate must be submitted to the DEPARTMENT along with the bid, prior to the deadline for submittal of the bid.
2. It is the CONTRACTOR'S sole responsibility to insure that its representative is thoroughly familiar with Brush Clearance bidding policies and is thereby qualified to participate in the bid process on behalf of the CONTRACTOR.
3. Any lost bids on the part of the CONTRACTOR due to the inability or unfamiliarity of the CONTRACTOR'S representative with Brush Clearance bidding policies and procedures will not be the responsibility of the DEPARTMENT.

#### **VIII. HOURLY LABOR RATE**

##### **A. Pursuant to Section 1776 of the California Labor Code:**

1. Each CONTRACTOR shall keep an accurate payroll record, 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.
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.
3. The hourly labor rate for a five (5) persons crew for the term July 1, 2014 through June 30, 2015 is \$«hourlyrate». This is the rate to be used by the CONTRACTOR to prepare a bid.

#### **IX. SUBCONTRACTING**

##### **A. Subcontractor Approval Requirements**

1. CONTRACTORS shall ensure that their subcontractors meet the criteria for responsibility set forth in the Contractor Responsibility Ordinance (CRO) and these Rules and Regulations unless the subcontractor is not subject to the CRO.
2. CONTRACTORS may not use any subcontractor that has been determined or found to be a non-responsible contractor by the City.

3. Subject to approval by the DEPARTMENT, CONTRACTORS may substitute a non-responsible subcontractor with another subcontractor with no changes in bid amounts.
4. CONTRACTORS shall submit to the DEPARTMENT a "Pledge of Compliance" for each subcontractor listed by the CONTRACTOR as performing work on the CITY contract within 30 calendar days of execution of the contract.
5. Any CONTRACTOR making a bid on a package shall set forth the name and the location of the office of such subcontractors who will be working on package. The subcontractor shall be approved in writing by the DEPARTMENT prior to beginning work, regardless of the dollar amount of work to be performed.

B. All requests for subcontractor approval are to be forwarded to:

Unit Commander  
Brush Clearance Unit  
6262 Van Nuys Boulevard, Suite 451  
Van Nuys, California 91401

Information may be faxed to (818) 778-4910 or 778-4911.

C. All requests for subcontractor approval must contain the following information:

1. Package Number
2. Assessors Parcel Number (APN)
3. Subcontractor's Name
4. Subcontractor's Address
5. Subcontractor's Phone Number
6. Subcontractor's State of California Contractor License Number if required by the work order
7. Subcontractor's Los Angeles City Business Tax Registration Certificate Number (BTRC)

Failure to provide any of the information listed will result in denial of approval until such time as the information is provided.

Failure to obtain approval by the DEPARTMENT prior to each subcontractor performing work on the package may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor(s), assessment of penalties, and possible sanctions against the CONTRACTOR.

D. Subcontractor Substitutions

A contractor whose bid is accepted and has been awarded a package may not:

1. Substitute any person as a subcontractor in place of a subcontractor listed in the original bid package. Exception: the DEPARTMENT may consent to the substitution of another subcontractor for one of the following reasons:
  - When the listed subcontractor fails or refuses to perform his or her subcontract.
  - When the DEPARTMENT determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
  - When the listed subcontractor is determined not to be a responsible contractor by the DEPARTMENT.
2. Failure to complete awarded package in a timely manner, may result in assessment of liquidated damages in accordance with Section XI – LIQUIDATED DAMAGES, of the Agreement.

X. REQUIREMENTS FOR PAYMENT

A. Invoice

1. The CONTRACTOR must submit five (5) copies of the invoice and the required photographs (as further described below in this Section) for each completed bid package. The invoice will specify the bid package number, Assessor's Parcel Number (APN) for each parcel in the package, and amount of payment being requested.
2. Invoices and photographs, related to each bid package, must be submitted by 2:00 p.m., Pacific Time, fourteen (14) calendar days after the awarding of the bid.
3. The period for performance of any requirement set forth in this Agreement will be determined based on calendar days, excluding City holidays and rain days, but not excluding weekends.



4. Failure to comply fully will result in assessment of liquidated damages pursuant to Section XI – LIQUIDATED DAMAGES, of this Agreement.
5. The CONTRACTOR is required to submit invoices that conform to CITY standards. All invoices will be submitted on the company's letterhead, contain the company's official logo, or contain other unique and identifying information.
6. In addition, all invoices must include the following:
  - Complete name and address of the company's firm.
  - Complete name and address of the City Department being billed.
  - Date of the invoice.
  - City issued contract number.
  - Complete package number.
  - Brief description of work performed including the APN and the amount due
7. The City will not compensate the CONTRACTOR for any costs incurred for invoice preparation.

The DEPARTMENT may request, in writing, changes to the content and format of the invoices and supporting documentation to substantiate costs at any time.
8. If any discrepancies exist between the invoice and the DEPARTMENT'S records, the DEPARTMENT'S determination will be final.

B. Photographs

1. For each parcel included in an invoice, the CONTRACTOR will also submit with the invoice a minimum of:
  - Three (3) photographs taken before the work commenced.
  - Two (2) photographs taken while the work is being done.
  - Three (3) photographs taken after the work is finished.

2. In all cases, enough photographs must be taken to identify the entire work area.
3. The "before" and the "after" photographs must be taken from the same vantage point. At least two (2) photographs must show the CONTRACTOR'S crew(s) working on the property. In addition, the date and time taken, the APN, and the CONTRACTOR'S name must appear legibly somewhere on every photograph, and the CONTRACTOR must initial each photograph.
4. Failure to provide the adequate photographs is a material breach and relieves the DEPARTMENT from any obligation to make any payments on invoices submitted without said photographs. Failure to provide adequate photographs, and failure to submit timely invoices, may also result in assessment of penalties liquidated damages to Section XI – LIQUIDATED DAMAGES, of this Agreement.

## **XI. LIQUIDATED DAMAGES**

### **A. Seasonal Work**

Time is of the essence in the performance of each bid package. Due to the seasonal nature of the work, and the extreme fire hazard posed by the material to be removed from each parcel, it would be extremely burdensome for the parties to ascertain the actual damage incurred by the City and the general public from late performance by the CONTRACTOR.

### **B. Liquidated Damage Amount**

Therefore, the parties agree that liquidated damages for late performance, or failure to perform satisfactorily, will be assessed against the CONTRACTOR at the rate of:

1. A minimum of \$200 per day for any package awarded under \$2,000, or
2. Any package awarded an amount above \$2,001 will be assessed at a rate of ten percent penalty per day; which ever is the greater amount.

### **C. Late Performance**

1. Late performance is the CONTRACTOR'S failure to complete the awarded package or submit the required number of "before, during and after" pictures and invoices in a timely manner as required in Section X – REQUIREMENTS FOR PAYMENT, of this Agreement.

2. The DEPARTMENT shall notify each CONTRACTOR either by telephone or by electronic mail, with the number of extra days the CONTRACTOR will be given due to rain day(s) or City holidays.

## **XII. SUSPENSION**

- A. The DEPARTMENT will evaluate the CONTRACTOR'S performance under this AGREEMENT on a regular basis throughout the term of the AGREEMENT.
- B. Such evaluation will include assessing the CONTRACTOR'S compliance with all contract terms and this AGREEMENT'S performance standards.
- C. If the CONTRACTOR fails to comply with all the terms and performance standards of the AGREEMENT, the CONTRACTOR shall be suspended from participating on future bids sessions for the following reasons:
  1. Unexcused late performance.
  2. Failure to properly notify the DEPARTMENT of delays in completing an awarded package and the reasons for the delay.
  3. Failure to comply with the City ordinance as included in the AGREEMENT.
  4. Unsatisfactory work performance, such as, but not limited to:
    - Failure to properly dispose of all cuttings and all dead trees or other debris
    - Failure to follow the DEPARTMENT'S work order instructions
    - Failure to properly chip and spread cut vegetation
    - Failure to notify the DEPARTMENT when weed or debris abatement has been completed or partially completed by the property owner
    - Failure to maintain a degree of professionalism during or becoming disruptive or argumentative during a bid session
- D. The duration of the suspension will be determined by the DEPARTMENT based on the offense or reasons given by the CONTRACTOR for the unexcused late performance or unsatisfactory performance.
  1. The CONTRACTOR shall be disqualified from future bidding in the event of unexcused late performance or unsatisfactory performance. This includes participation in and or observation in or the presence at the bid

session. At the DEPARTMENT'S sole discretion, the DEPARTMENT'S personnel will regulate attendance. Any attempt to view parcels or work being bid on while said contractor is suspended will be grounds for dismissal.

2. If a CONTRACTOR is unable to meet all or a portion of his or her obligation, the DEPARTMENT may assign another CONTRACTOR to perform the work required and the CONTRACTOR will be disqualified from future bid sessions for a period of two weeks or more.
3. The duration of the disqualification will be determined by the DEPARTMENT based on the reasons given by the CONTRACTOR for the unexcused late performance or unsatisfactory performance.

### **XIII. TERMINATION**

1. The DEPARTMENT may terminate this Agreement, in whole or in part, for its convenience or for the CONTRACTOR'S default (including, but not limited to, unexcused late performance), at any time, as set forth in this Section.
2. The DEPARTMENT will give the CONTRACTOR notice of such termination pursuant to Section I – PARTIES TO AGREEMENT, REPRESENTATIVES AND NOTICE, of this Agreement. The letter will indicate the reason(s) for termination of the Agreement and the effective date of such termination.
3. The DEPARTMENT will compensate the CONTRACTOR for work satisfactorily completed prior to the effective date of such termination, but will not be liable for cost of services performed subsequent to such termination.
4. The CONTRACTOR acknowledges that grounds for termination of this Agreement include, but are not limited to, solicitation of monetary fees from a property owner whose parcel is part of a bid package, before, during, or after abating a fire hazard on such parcel.

### **XIV. WORKPLACE VIOLENCE POLICY**

#### **A. City's Policy on Workplace Violence**

The CONTRACTOR shall refrain from violence or the threat of violence during the course, scope and performance of this contract. The City shall not tolerate violence or threat of violence, whether actual or reasonable perceived. Any form of violent behavior or threat of violence by the CONTRACTOR shall be deemed a breach of this AGREEMENT.

- B. The types of behavior covered by this Section include, but are not limited to:
1. Violent physical actions.
  2. Direct or implied threats to do harm to a person or to a property (including intimidating use of one's body or physical objects).
  3. Verbally abusive or intimidating language or gestures.
  4. Threatening, abusive, or harassing communication (e.g., phone calls, letters, memoranda, faxes or e-mails).
  5. Engaging in a pattern or unwanted or intrusive behavior against another (e.g., stalking, spying, following).

**XV. NON-EXCLUSIVE AGREEMENT**

- A. The CONTRACTOR understands and agrees that this is a non-exclusive agreement to provide brush clearance contracts to the CITY and that the CITY may enter into other contracts for the provision of brush clearance services.
- B. Execution of this AGREEMENT does not guarantee that the CITY will request the CONTRACTOR to provide any services.

**XVI. INDEPENDENT CONTRACTOR**

- A. The CONTRACTOR shall perform such services in its own way and as an independent CONTRACTOR in the pursuit of its own calling and not as an employee of the DEPARTMENT or CITY, and the CONTRACTOR shall be under the control of the department or city only as to the results to be accomplished and not as to the means or manner by which said results are to be accomplished.
- B. Neither the CONTRACTOR nor its personnel may do or omit to do anything that may be construed that they are agents, officials, or employees of the department or the CITY or any of its department or agencies.
- C. In the event of actions by the CONTRACTOR or its personnel that would impart color of authority or use any of the CITY Marks ("Acts"), the CONTRACTOR hereby agrees that the Acts would cause irreparable harm to the CITY and its residents, and that the Acts may not be remedied by monetary damages, and that the CONTRACTOR will not oppose any injunctive relief sought by the CITY to stop the Acts.

**XVII. AMENDMENTS**

- A. The CITY has designated the DEPARTMENT'S Fire Chief to represent the CITY with respect to amendments or other matters related to this Agreement.
- B. The CITY'S Representative is authorized to approve and execute amendments to this Agreement to extend the Agreement's term pursuant to Section II – TERM OF AGREEMENT with the Board of Fire Commissioners' concurrence.
- C. Any amendments authorized by the CITY'S Representative to extend the term of this Agreement or to increase the maximum amount of compensation allowable will be contingent on availability of funds and the CONTRACTOR having provided satisfactory services under this Agreement.

**XVIII. FIRST SOURCE HIRING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

- A. The CONTRACTOR shall, prior to the execution of the AGREEMENT, provide to the DAA a list of anticipated employment opportunities that the CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the AGREEMENT.
- B. The CONTRACTOR further pledges that it will, during the term of the AGREEMENT:
  - 1. Wait seven business days prior to making an announcement of a specific employment opportunity and to provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview.
  - 2. Interview qualified individuals referred by the CDD.
  - 3. Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the referral resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why the referred individuals were not hired.
- C. Any subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of the FSHO, and shall incorporate the FSHO.

- D. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code (L.A.A.C.) the designated administrative agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under the L.A.A.C. Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under L.A.A.C. Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of the L.A.A.C. Section 10.44.8, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

**XIX. STANDARD PROVISIONS**

The CONTRACTOR will comply with the *Standard Provisions for City Contracts (Rev 03/09)*, attached hereto as Attachment B and hereby incorporated into and made a part of this Agreement.

**XX. ENTIRE AGREEMENT**

This Agreement contains the full and complete Agreement between the parties. No verbal Agreement or conversation between the CONTRACTOR and any officer or employee of the CITY will affect or modify any of the terms and conditions of this Agreement.

[Signature page follows.]

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

**«Company»**

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

BY: «Ownername»

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**THE CITY OF LOS ANGELES**

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

BY: \_\_\_\_\_

JAMES G. FEATHERSTONE  
Interim Fire Chief  
Los Angeles Fire Department

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

BY: \_\_\_\_\_

ANTHONY-PAUL DIAZ  
Deputy City Attorney

**ATTEST:**

HOLLY L. WOLCOTT, Interim City Clerk

BY: \_\_\_\_\_

Deputy City Clerk

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

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

City Business License Number: «CityBusinessLic»

Federal Taxpayer ID Number: «W9»

Agreement Number: \_\_\_\_\_



ATTACHMENT A

**STATEMENT OF NON-COLLUSION**

I, «OwnerName»,

«OwnerTitle»

**Declare:**

1. That I am authorized to submit bids on behalf of «Company» and,
2. That each and every bid is genuine, not a sham or collusive, nor is it made in the interest of, or on behalf of, any person not herein named; and no one has directly or indirectly induced or solicited any other bidder or proposer to put in a sham bid, or any other person, firm or corporation to refrain from bidding; and no one has in any manner sought by collusion to secure for himself/herself an advantage over any other bidder or proposer.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_,  
California.