

0150-09971-0000

**TRANSMITTAL**

TO The Council	DATE JUN 27 2013	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Letter of Agreement with Southern California Disposal & Recycling Co, Inc.  
For Transfer, Transport, and Disposal Services of City Waste  
From the West Los Angeles Wasteshed to City Designated Facilities**

Approved and forwarded for your consideration.  
See the City Administrative Officer report attached.

  
MAYOR

MAS:WKP:06130074t

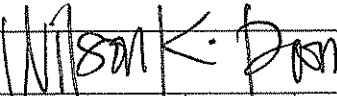

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 06-17-13	C.D. No. All	CAO File No.: 0150-09971-0000				
Contracting Department/Bureau: Public Works/Sanitation		Contact: Javier Polanco (213) 485-3825					
Reference: Transmittal from the Board of Public Works dated March 27, 2013; referred for report on March 29, 2013.							
Purpose of Contract: To provide transfer, hauling, and disposal services of City waste collected from the West Los Angeles Wasteshed.							
Type of Contract: (X) New contract ( ) Amendment		Contract Term Dates: Five years with an option to extend for an additional five years and an additional option to extend on a month-to-month basis for an additional six months for a total term of 10.5 years.					
Contract/Amendment Amount: Subject to budget appropriation approved by Mayor and Council.							
Proposed amount N/A + Prior award(s) \$0 = Total N/A							
Source of funds: Solid Waste Resources Revenue Fund No. 508							
Name of Contractor: Southern California Disposal & Recycling Co., Inc.							
Address: 2329 Delaware Avenue, Santa Monica, CA 90404							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**	X		
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested		X		d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 36%				*N/A = not applicable ** Contracts over \$100,000			

**COMMENTS**

In accordance with Executive Directive No. 3, the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), is requesting authority to execute the proposed Service Agreement with Southern California Disposal & Recycling Co., Inc. (SCD) for the transfer, transport, and disposal of City waste from the West Los Angeles Wasteshed. The term of the contract is five years with an option to extend for an additional five years and an additional option to extend on a month-to-month basis for an additional six months for a total term of 10.5 years. The contract includes a Financial Liability Clause (Section 10.7), which states that the maximum funding for this contract will be based on the amount approved by Mayor and Council through the City's annual budget process.

The Bureau collects approximately 926 tons per day (tpd) (or 242,000 tons annually) of refuse and bulky items (436 tpd), yard trimmings (330 tpd), and recyclables (160 tpd) from the 134,000 households in the West Los Angeles Wasteshed. Refuse and bulky items are hauled to SCD and the City-owned Central Los Angeles Recycling and Transfer Station (CLARTS). Yard trimmings are hauled to green processing facilities. Recyclables are hauled to a Material Recycling Facility through the Culver City Transfer Station. Effective July 1, 2006, the Bureau executed Contract No. 109961 with SCD to allow the receipt of refuse and bulky items at the SCD transfer facility in Santa Monica where they are hauled to their designated disposal or beneficial reuse facility within 24 hours of receipt. This five-year contract expired on June 30, 2011 and the Board has approved motions to extend the contract, on a month-to-month basis, for an additional two years.

 WKR	Analyst	06130074	Assistant CAO	 City Administrative Officer
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To continue these services beyond June 30, 2013, the Bureau is requesting authority to execute a sole source contract with SCD. The justification for the sole source contract is that there are no other transfer stations with the permitted available capacity required by the Bureau in the West Los Angeles Wasteshed. The City of Santa Monica previously operated a transfer station in the West Los Angeles Wasteshed, but this facility was converted into a parking lot for its front loader trucks in December 2011. The City of Santa Monica now contracts with SCD for the transfer and disposal of its municipal waste. The Culver City Transfer Station is also another option, but this facility only has an available capacity of 150 tpd and cannot meet the Bureau's needs as a backup facility.

On October 28, 2011, this Office determined, in accordance with Charter Section 1022, that this work can be performed more feasibly by a contractor than by City forces for the following reasons:

- There is insufficient City staff to perform the work;
- The Bureau needs a backup transfer facility in the event that CLARTS is unavailable to accept waste; and
- The SCD facility is conveniently located in the West Los Angeles Wasteshed whereas CLARTS is located approximately 15 miles east of the SCD facility.

Under the terms of the proposed Agreement, SCD will provide the following services:

- Accept and haul an average weekly minimum of 100 tpd of City waste to designated disposal or beneficial reuse facilities within 24 hours of receipt;
- Ensure that turnaround times for City vehicles entering the site do not exceed 20 minutes;
- Test, maintain, and calibrate weighing scales and provide City drivers with certified weight receipts that provide tonnage information, composition of waste, and disposal information;
- Maintain and update all operating permits; and
- Provide contingent disposal services in the event that CLARTS is unavailable and accept up to 590 tpd of City waste, subject to available capacity.

Under the terms of the proposed Agreement, SCD will be compensated a service fee of approximately \$25.33 per ton for the first year of the contract. This service fee is comprised of an operating fee of \$24.19 per ton, which will be annually adjusted to reflect changes in the Consumer Price Index (CPI), pass-through taxes of 36 cents per ton, and a fuel surcharge, which is currently 77 cents per ton and will be determined at the time the contract is executed and adjusted on a weekly basis to reflect fluctuations in diesel fuel prices. It is estimated that the cumulative contract costs for the 10-year term will be \$7.53 million. This estimate assumes a three percent annual CPI increase, 261 operating days in a year, a fixed fuel surcharge of 77 cents, and the Bureau delivers the minimum daily tonnage of 100 tpd. The following chart breaks down the estimated costs per year.

Contract Year	1	2	3	4	5	6	7	8	9	10	Total
Fiscal Year	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	
Operating Fee (OF)*	\$24.19	\$24.92	\$25.67	\$26.44	\$27.23	\$28.05	\$28.89	\$29.76	\$30.65	\$31.57	
Taxes (TX)	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	
Fuel Surcharge (FS)	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	0.77	
Service Fee (SF = OF+TX+FS)	\$25.33	\$26.05	\$26.80	\$27.57	\$28.36	\$29.18	\$30.02	\$30.89	\$31.78	\$32.70	
Annual Tonnage (AT)	26,100	26,100	26,100	26,100	26,100	26,100	26,100	26,100	26,100	26,100	261,000
Total Costs (SFxAT)	\$0.66 M	\$0.68 M	\$0.70 M	\$0.72 M	\$0.74 M	\$0.76 M	\$0.78 M	\$0.81 M	\$0.83 M	\$0.85 M	\$7.53 M

\* Assumes 3% annual CPI increase

Under the current contract with SCD, the Bureau is delivering approximately 300 tpd of refuse to the SCD facility and the Bureau estimates total expenditures of \$2.0 million for 2012-13. The proposed Agreement sets a daily average minimum of 100 tpd, but the Bureau may utilize SCD more frequently if it determines that it is more cost effective to deliver refuse to SCD rather than CLARTS. If the Bureau continues to deliver 300 tpd to SCD, the total contract costs for the 10-year term would be \$22.57 million. The following chart breaks down the estimated cost per year assuming 300 tpd.

Contract Year	1	2	3	4	5	6	7	8	9	10	Total
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Total Costs (SFxAT)	\$1.95 M	\$2.04 M	\$2.10 M	\$2.16 M	\$2.22 M	\$2.28 M	\$2.35 M	\$2.42 M	\$2.49 M	\$2.56 M	\$22.57 M

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Sufficient funding for the first year of this Agreement is available from the Solid Waste Resources Revenue Fund No. 508 and SCD has complied with the City's contracting requirements. Future year funding will be provided through the City's annual budget process and subject to Mayor and Council approval.

**RECOMMENDATION**

That the Council, subject to the approval of the Mayor, authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the proposed Sole Source Service Agreement with Southern California Disposal and Recycling Co., Inc. for the transfer, transport, and disposal of City waste from the West Los Angeles Wasteshed for a 10.5 year term at an amount approved by Mayor and Council through the City's annual budget process, subject to the City Attorney approval as to form.

**FISCAL IMPACT STATEMENT**

There is no General Fund impact as sufficient funds within the Solid Waste Resources Revenue Fund are available to support the first year costs of the proposed Agreement. Future year funding will be provided through the City's annual budget process and subject to Mayor and Council approval. The recommendation in this report complies with the City's Financial Policies as ongoing revenue will support ongoing expenditures.

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Gaye Williams  
(COPY)  
MAYOR

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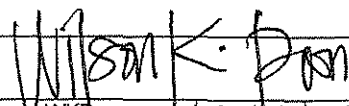

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WKR	Analyst 06130074	Assistant CAO	City Administrative Officer

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Sufficient funding for the first year of this Agreement is available from the Solid Waste Resources Revenue Fund No. 508 and SCD has complied with the City's contracting requirements. Future year funding will be provided through the City's annual budget process and subject to Mayor and Council approval.

**RECOMMENDATION**

That the Council, subject to the approval of the Mayor, authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the proposed Sole Source Service Agreement with Southern California Disposal and Recycling Co., Inc. for the transfer, transport, and disposal of City waste from the West Los Angeles Wasteshed for a 10.5 year term at an amount approved by Mayor and Council through the City's annual budget process, subject to the City Attorney approval as to form.

**FISCAL IMPACT STATEMENT**

There is no General Fund impact as sufficient funds within the Solid Waste Resources Revenue Fund are available to support the first year costs of the proposed Agreement. Future year funding will be provided through the City's annual budget process and subject to Mayor and Council approval. The recommendation in this report complies with the City's Financial Policies as ongoing revenue will support ongoing expenditures.

MAS:WKP:06130074

# CITY OF LOS ANGELES

CALIFORNIA

## BOARD OF PUBLIC WORKS MEMBERS

CAPRI W. MADDOX  
PRESIDENT

VALERIE LYNNE SHAW  
VICE PRESIDENT

STEVEN T. NUTTER  
PRESIDENT PRO TEMPORE

JERILYN LÓPEZ MENDOZA  
COMMISSIONER



ANTONIO R. VILLARAIGOSA  
MAYOR

## OFFICE OF THE BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012  
(213) 978-0261  
(213) 978-0278 Fax

ARLEEN P. TAYLOR  
EXECUTIVE OFFICER

<http://www.bpw.lacity.org>

2013 MAR 30 AM 6:40  
CITY ADMINISTRATIVE CENTER

March 27, 2013

#1 BOS/BCA

Mayor Antonio R. Villaraigosa  
Room No. 305  
City Hall  
Attn: Mandy Morales

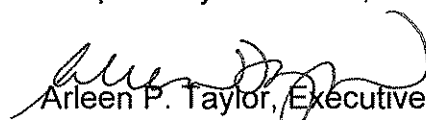
Subject: AUTHORITY TO AWARD AND EXECUTE A SOLE SOURCE PERSONAL SERVICES CONTRACT WITH SOUTHERN CALIFORNIA DISPOSAL & RECYCLING CO, INC. FOR TRANSFER, TRANSPORT, AND DISPOSAL SERVICES OF CITY WASTE FROM THE WEST LOS ANGELES WASTESHED TO CITY DESIGNATED FACILITIES

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute a Sole Source Personal Services Contract with Southern California Disposal & Recycling Co., Inc. to provide transfer, transport, and disposal services of solid waste generated in the West Los Angeles Wasteshed and collected by the City of Los Angeles to City-designated facilities for final disposal or beneficial reuse.

### FISCAL IMPACT

Estimated cost to pay the Southern California Disposal & Recycling Co., Inc. for the Fiscal Year 2012-13 is \$2,000,000 available under Fund 508 (Solid Resources Revenue Fund), Department 50, Account 50JX82, Object 60250. Funding for the years following Fiscal Year 2012-13 will be requested through the City's annual budget process.

Respectfully submitted,

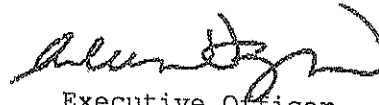
  
Arleen P. Taylor, Executive Officer  
Board of Public Works

APT:mp



DEPARTMENT OF PUBLIC WORKS  
BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO.1  
March 27, 2013

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR  
MAR 27 2013

  
Executive Officer

CD: ALL

AUTHORITY TO AWARD AND EXECUTE A SOLE SOURCE CONTRACT WITH SOUTHERN CALIFORNIA DISPOSAL & RECYCLING CO., INC. FOR TRANSFER, TRANSPORT, AND DISPOSAL SERVICES OF CITY WASTE FROM THE WEST LOS ANGELES WASTESHED TO CITY DESIGNATED FACILITIES

### RECOMMENDATIONS

1. Approve and forward this report, with transmittals, to the Mayor and the City Council with the request that the Board of Public Works (Board) be authorized to execute a Sole Source Personal Services Contract with Southern California Disposal & Recycling Co., Inc., to provide transfer, transport, and disposal services of solid waste generated in the West Los Angeles wasteshed and collected by the City of Los Angeles (City) to City-designated facilities for final disposal or beneficial reuse;
2. Upon the Mayor's and Council's authorization, the President or two members of the Board will execute the contract;
3. Return the executed contract to the Bureau of Sanitation (Bureau) for further processing. Contact Board Report Section at (213) 485-4246 for pick up.

### TRANSMITTALS

1. Copy of the approved Motion, dated June 20, 2011, to extend the contract with Southern California Disposal & Recycling Co., Inc. on a month-to-month basis not to exceed 12 months.
2. Copy of the approved Motion, dated May 18, 2012, to extend the contract with Southern California Disposal & Recycling Co., Inc. on a month-to-month basis until a new contract is fully executed.
3. Copy of the Exemption Letter from Southern California Disposal & Recycling Co., Inc., November 19, 2010, regarding their exclusive capacity and capability to provide for the City's needs in the West Los Angeles wasteshed.
4. Copy of the proposed personal services contract between the Bureau of Sanitation and Southern California Disposal & Recycling Co., Inc.

Page 3

only one point seven (1.7) miles away, which helps reduce vehicle emissions and City staff overtime. Moreover, SCD is the only transfer station in the WLA watershed with sufficient capacity for City MSW. SCD provides competitive rates to the City for transport of City MSW to designated sites.

### **Scope of Services**

The agreement requires SCD to accept a daily average of 100 tons of City MSW, calculated on a weekly basis, at their facility delivered by City vehicles between 6:00 AM and 2:00 PM. City MSW shall include refuse, green materials, and bulky items. SCD will properly segregate the different commodities, transload, and transport the commodities separately to City designated sites within 24 hours of receipt. SCD is obligated to provide facility access to City vehicles and a truck turnaround time of no greater than 20 minutes. Upon request, SCD may also provide contingent services in the event of delays or incapacitation at other transfer stations or disposal facilities.

SCD will properly maintain weighing scales according to applicable laws, and appropriately invoice the City for services on a cost per ton delivered basis as specified in the proposed contract. To verify payment amounts, SCD will provide copies of weight receipts with each invoice submitted to the City.

Furthermore, SCD must obtain and maintain all appropriate permits, comply with all applicable laws and regulations, provide staff and equipment at the facility, and pay for all costs incurred to operate and maintain the facility as required to perform the obligations of the contract in accordance with waste management standards of the industry.

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The City shall deliver a daily average of 100 tons of City MSW, calculated on a weekly basis, to SCD's facility. The City shall pay SCD a transfer rate of \$12.99 per ton, plus a hauling rate of \$0.21 per ton per mile, plus any applicable taxes, and any fuel surcharges based on the average fuel price for the invoiced period. The transfer and hauling rates are subject to adjustment each fiscal year to reflect cumulative changes in Consumer Price Index.

### **Sole Source Justification**

The Bureau has previously contracted with SCD from July 1, 2006 to June 31, 2011 (C-109961). SCD has provided convenient and contingent transfer services for the City in a timely and responsible manner. In order to secure uninterrupted transfer, transport, and disposal services for waste collected by City crews, the Bureau obtained approval from the Board on June 20, 2011 to extend the current contract with SCD on a month-to-month basis for a period not to exceed twelve (12) months, and on May 18, 2012, the Board extended the contract until a new contract was fully executed.

**Business Inclusion Program**

Per Mayor's Executive Directive No. 14, the Business Inclusion Program (BIP), the Contractor has pledged the following participation levels: 10.22% MBE, 0% WBE, 12.33% OBE, 0% SBE, 0% EBE, and 0% DVBE.

Gender/Ethnicity Codes:

AA = African American	HA = Hispanic American
SSA = Subcontinent Asian American	APA = Asian Pacific American
C = Caucasian	NA = Native American
M = Male	F = Female

Table 1. MBE/WBE/OBE pledged participation levels.

Subcontractors	MBE/WBE/SBE/EBE/DVBE/OBE	Gender/Ethnicity	% of Contract Amount	Subcontract Amount
S. Ibanez dba Ibanez Trucking	MBE	M/HA	10.22	\$377,854
Ibanez Trucking	OBE	M/HA	12.33	\$455,865
Total MBE Pledged Participation			10.22	\$377,854
Total WBE Pledged Participation			0	0
Total SBE Pledged Participation			0	0
Total EBE Pledged Participation			0	0
Total DVBE Pledged Participation			0	0
Total OBE Pledged Participation			12.33	\$455,865
Total MBE/WBE/SBE/EBE/DVBE/OBE Participation			22.55	\$833,719
Total Contract Amount				\$3,697,200

**City Policies and Requirements**

The contractor will comply with the following City contractual requirements:

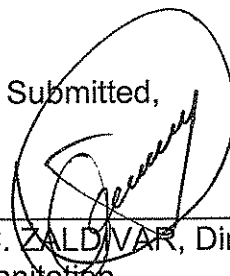
- Insurance and Performance Bond
- Non-Discrimination, Equal Employment, Affirmative Action
- Service Contractor Worker Retention Ordinance
- Business Tax Registration Certificate
- LA Residence Information
- Non-Collusion
- Contract History
- Municipal Lobbying Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Child Support Obligations Policy
- Americans With Disabilities Act



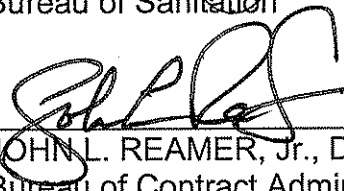
BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO.1  
March 27, 2012

Page 7

Respectfully Submitted,



ENRIQUE C. ZALDIVAR, Director  
Bureau of Sanitation



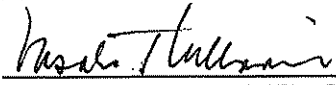
JOHN L. REAMER, Jr., Director  
Bureau of Contract Administration

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:



HANNAH CHOI, Program Manager  
Office of Contract Compliance  
Bureau of Contract Administration

APPROVED AS TO FUNDS:

*for* 

VICTORIA A. SANTIAGO, Director  
Office of Accounting  
Date: 3/20/13

Prepared by:  
Rowena Romano, SRSSD  
(213) 485-3626

For the Board Meeting of June 20, 2011

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California

CD: ALL

TRANSMITTAL 1

JUN 20 2011

## MOTION

  
Executive Officer

The City of Los Angeles, Bureau of Sanitation (Bureau) collects a daily average of 490 tons of refuse from its residential customers in the West Los Angeles watershed. The Bureau utilizes nearby transfer stations for the consolidation of refuse collected from the residential curbside collection program, so that collection drivers are able to have more productive time on collection routes and better serve City residents. At the transfer station, refuse is transferred into larger volume semi-trucks for more economical delivery of waste to City designated landfills with less environmental impact. Using local transfer stations reduces the amount of overtime City staff requires to meet the Bureau's commitment to complete solid waste collection assignments on a daily basis. Therefore, the utilization of Southern California Disposal's transfer station is essential to the Bureau's ability to provide complete and efficient solid waste collection service in the West Los Angeles watershed.

On October 1, 1999, the City awarded a contract (C-57266) to Southern California Disposal (SCD) to transfer and transport City waste from their transfer station to Sunshine Canyon Landfill until June 30, 2006. In June 2006, SCD was again awarded a contract (C-109961) to transfer and transport City waste to Sunshine Canyon Landfill. The current contract will expire on June 30, 2011.

The Bureau is in the process of executing a sole source contract with SCD for the transfer of refuse from the West Los Angeles watershed to City-designated disposal facilities. SCD is the only permitted transfer facility in the West Los Angeles district having the capacity for City waste. The contract is estimated to be executed in July 2011, pending approval of the Board of Public Works, the Mayor, and the City Council. In the event a contract cannot be executed before June 30, 2011 (expiration date of the current contract), the Bureau requests to extend the current contract on a month-to-month basis in order to retain SCD's uninterrupted transfer services.

The existing SCD contract has no cost ceiling. Service fee is calculated on a dollar per ton of refuse handled at the SCD facility. SCD's current tip fee rate is \$23.70 per ton. Refuse delivery to SCD is estimated to be up to 280 tons per day, which amounts to a total expenditure of \$144,333 per month. The funding source for the contract extension is Fund 508 (Solid Waste Resources Revenue Fund).

I THEREFORE MOVE that the Board of Public Works authorize the Bureau of Sanitation to extend the current contract and pay Southern California Disposal, on a month to month basis, for refuse transfer services at their facility at an estimated expense of \$144,333 per month for a period not to exceed 12 months.

  
ENRIQUE C. ZALDIVAR, Director  
Bureau of Sanitation

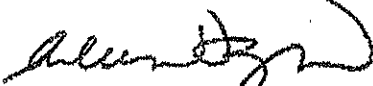
Prepared by:  
Bernadette Halverson, SRSSD  
Phone: (213) 485-3634  
Fax: (213) 485-2961

For the Board Meeting of May 18, 2012 TRANSMITTAL 2

MAY 18 2012

CD: ALL

## MOTION



Executive Officer

The City of Los Angeles, Bureau of Sanitation (Bureau) collects a daily average of 490 tons of refuse from its residential customers in the West Los Angeles wasteshed. The Bureau utilizes transfer stations for the consolidation of residential refuse in order for collection drivers to be more productive on their routes and better serve City residents. Transfer stations are essential to the Bureau's ability to provide complete and efficient solid waste collection services in the West Los Angeles wasteshed.

On October 1, 1999, the City awarded a contract (C-57266) to Southern California Disposal (SCD) to transfer and transport City waste to Sunshine Canyon Landfill until June 30, 2006. SCD was again awarded a contract (C-109961) for similar services with a term that expired on June 30, 2011, and contains no renewal options. SCD is the only permitted transfer station in the West Los Angeles district having adequate capacity to accept City waste from the West Los Angeles wasteshed; consequently, the Bureau began developing a sole source contract with SCD to provide services after June 30, 2011.

On June 20, 2011, the Board of Public Works (Board) adopted a motion authorizing the extension of contract C-109961 on a month-to-month basis for a period not to exceed 12 months in order to execute a new contract with SCD. The 12-month extension will expire on June 30, 2012.

In December 2011, the Bureau was informed that in order for SCD to utilize subcontractors, they must comply with the new Business Inclusion Program (BIP) requirements. The BIP requires that all contractors submitting proposals with subcontracting opportunities are required to use the Los Angeles Business Assistance Virtual Network (LABAVN) to conduct their subcontractor outreach. After SCD was provided BIP training by Bureau staff, they submitted the required BIP documents on February 24, 2012. Currently, the proposed contract and Board report are still in the review and approval process. Pending Board approval, the contract will further require a CAO review, as well as Mayor and City Council approval. In the event that a contract cannot be fully executed before the June 30, 2012 expiration date, the Bureau requests further extending the term of contract C-109961 on a month-to-month basis in order to retain SCD's uninterrupted transfer services.

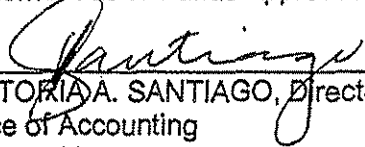
The existing SCD contract has no cost ceiling. The service fee is calculated on a cost per ton of refuse delivered to the SCD facility. Estimated expenditure for refuse delivered to SCD is \$147,000 per month. The funding source for the contract extension is Fund 508, Account 50HX82, Object 602 (Solid Waste Resources Revenue Fund).

IT IS THEREFORE MOVED that the Board of Public Works authorizes the Bureau of Sanitation to further extend the contract C-109961 and pay Southern California Disposal on a month-to-month basis, for refuse transfer services at an estimated expense of \$147,000 per month until a new contract is fully executed.



ENRIQUE C. ZALDIVAR, Director  
Bureau of Sanitation

Statement as to Funds Approved by:



VICTORIA A. SANTIAGO, Director  
Office of Accounting  
Prepared by:  
Rowena Romano, SRSSD  
Phone: (213) 485-3626



www.SCDisposal.com

**SOUTHERN CALIFORNIA DISPOSAL & RECYCLING CO., INC.**

P.O. Box 25669 • Los Angeles, CA 90025 • 310.828.6444 • Fax 310.829.9240

November 19, 2010

Bemadette Halverson  
Environmental Engineer  
City of Los Angeles  
Bureau of Sanitation  
1149 South Broadway, Suite 800  
Los Angeles, CA 90015

RE: Exemption Letter for Transfer/Processing Services of Solid Waste in the West Los Angeles Wasteshed

To The City of Los Angeles Bureau of Sanitation, Solid Resources Support Service Division:

Southern California Disposal & Recycling Co., Inc. is committed to providing continued proper and responsible transferring/processing and hauling services to the City of Los Angeles in the West Los Angeles wasteshed.

Southern California Disposal & Recycling Co., Inc. is an active and permitted solid waste transfer/processing facility located within the City's West Los Angeles wasteshed. The facility is located at 1908 Frank Street, Santa Monica, CA 90404, which is conveniently located about two miles west of the West Los Angeles Collection District Yard located at 2027 Stoner Avenue, Los Angeles CA, 90025.

Southern California Disposal & Recycling Co., Inc. is permitted for 1,056 tons per day and currently operates at about 70% daily throughput capacity. The facility is permitted for mixed municipal, industrial, and green material waste. As a current customer, the City currently utilizes our services to transfer/process and haul approximately 290 tons per day of refuse, green material, and bulky item waste. Our current contract with the City (C-109961) will terminate on June 30, 2011, and there are no renewal options.

There is currently one other large-sized transfer/processing facility in the West Los Angeles wasteshed. However this facility, the Santa Monica Transfer Station, is scheduled to be out of service within the next six months, and thus will not be able to provide similar services to the City.

We are therefore expressing continuation of our services through a sole-source offer, we are the conveniently located, fully permitted facility with the capacity and capability of providing for the City's needs in the West Los Angeles wasteshed.

Bernadette Halverson  
Page 2  
November 19, 2010

This commitment is only achieved by exercising the transfer/processing and hauling services exclusively offered by Southern California Disposal & Recycling Co., Inc.

Please contact me for further clarification and to answer any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Mitosian', with a long horizontal flourish extending to the right.

Mike Mitosian, Vice President  
Southern California Disposal & Recycling Co., Inc.  
(310) 828-6444

cc: Javier Polanco, Bureau of Sanitation SRSSD Acting Division Manager

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TRANSMITTAL 4

CONTRACT NO. C- \_\_\_\_\_

SERVICE AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

SOUTHERN CALIFORNIA DISPOSAL & RECYCLING CO., INC.

FOR TRANSFER, TRANSPORT, AND

DISPOSAL SERVICES OF CITY WASTE

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2013

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- EXHIBIT P - SCHEDULE OF OPERATING PERMITS FOR THE LANDFILL**
- EXHIBIT Q - CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND  
FUNDRAISING RESTRICTIONS**

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND  
SOUTHERN CALIFORNIA DISPOSAL & RECYCLING CO., INC. FOR  
TRANSFER, TRANSPORT, AND DISPOSAL SERVICES OF CITY WASTE**

This AGREEMENT, made and entered into between the City of Los Angeles, California, a municipal corporation acting by order of, and through its Board of Public Works, herein after referred to as the "CITY", and Southern California Disposal & Recycling Co., Inc. herein after referred to as the "CONTRACTOR"; and is set forth as follows:

**W I T N E S S E T H**

WHEREAS, the CITY is responsible for the collection, recycling, and disposal of municipal solid waste generated by approximately 750,000 households in the CITY including single-family residences and small apartment complexes (4 units or less); and

WHEREAS, majority of the CITY-collected waste is disposed of at the Sunshine Canyon Landfill, which is distant from several CITY wastesheds, requiring the CITY to secure disposal and transfer services for residential refuse collected from its West Los Angeles wasteshed; and

WHEREAS, pursuant to the provisions of the California Integrated Solid Waste Management Act, the CITY was mandated to divert 50% of all solid waste from landfill facilities by the year 2000, and the CITY has set a diversion goal of 75% by the year 2013 through source reduction, recycling and composting; and

WHEREAS, Southern California Disposal & Recycling Co., Inc. (CONTRACTOR) was awarded a Personal Services Contract on September 29, 1999 that was renewed on July 1, 2006 for a five-year contract term expiring on June 30, 2011; and

WHEREAS, the CONTRACTOR has demonstrated professional and responsible transfer services to the CITY, and continuity of services is necessary to provide cost effective waste management options to the West Los Angeles watershed; and

WHEREAS, the CONTRACTOR also provides contingent transfer services in the event the Central Los Angeles Recycling & Transfer Station and the Culver City Transfer Station cannot accept waste; and

WHEREAS, the CONTRACTOR is the only transfer station in the West Los Angeles watershed with sufficient capacity to accept CITY waste; and

---

WHEREAS, the CONTRACTOR maintains ownership of the FACILITY and SITE, and is required to provide the services and rights provided in this AGREEMENT; and

WHEREAS, the CITY is satisfied with the CONTRACTOR'S previous contract performance and desires to retain the CONTRACTOR to provide the required disposal and transfer services as outlined in this AGREEMENT;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

**ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this AGREEMENT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The word “CONTRACTOR” herein in this CONTRACT includes the party or parties identified in the CONTRACT. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

**ARTICLE 2 - DEFINITIONS**

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

ACCEPTED (or ACCEPT or other variation thereof)	When CITY WASTE is deposited on the FACILITY tipping floor; when CITY WASTE is directly hauled and deposited at the LANDFILL; and/or when CITY WASTE is delivered to a transfer station other than the CITY-designated FACILITY for landfill disposal.
---	--

AGREEMENT

This AGREEMENT or CONTRACT.

APPLICABLE LAW

All statues, rules, regulations, permits, orders, or requirements of the United States, State of California, CITY, County of Los Angeles, and all regional, county, and local government authorities and agencies having applicable jurisdiction, that apply to or govern the FACILITY, the SITE, the LANDFILL, or the performance of the CONTRACTOR'S and CITY'S respective obligations under this AGREEMENT.

BOARD

The Board of Public Works of the City of Los Angeles.

BULKY WASTE

Large oversized waste (also known as "hard-to-handle") including, but not limited to stoves, sinks, mattresses, and sofas.

BUREAU

Bureau of Sanitation, Department of Public Works, City of Los Angeles.

CALENDAR DAY

Each day beginning at 12:01 a.m. and ending 24 hours

thereafter at 12:00 midnight.

CERTIFIED WEIGH  
STATION

Weighing station certified by the State of California Department of Food and Agriculture Division of Measurement Standards, the Los Angeles County Department of Weights and Measures as applicable, and/or any other applicable entity having jurisdiction.

CERTIFIED WEIGHT  
TICKETS

Weight tickets issued by a certified Weigh master from a CERTIFIED WEIGH STATION indicating the GROSS WEIGHT and TARE WEIGHT of the vehicle, as well as the NET WEIGHT of the delivered CITY WASTE. All weight tickets shall be affixed with the following legend: WEIGHMASTER CERTIFICATE.

---

CITY

The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this

CONTRACT.

CITY PROJECT MANAGER The CITY'S representative in all matters within the scope of this AGREEMENT.

CITY WASTE Waste collected by the CITY and/or specified hauling contractors and/or other Departments of the CITY specifically designated by the CITY for inclusion in this AGREEMENT.

CONTRACT This CONTRACT or AGREEMENT.

CONTRACT DATE The date the City Clerk attests and signs this AGREEMENT and assigns a contract number to the AGREEMENT.

CONTRACT YEAR The period from the CONTRACT DATE to the first anniversary of the CONTRACT DATE, and from each such anniversary to the following year's anniversary.

---

CONTRACTOR Southern California Disposal & Recycling Co., Inc.

DESIGNATED SITE Any location designated by the CITY in accordance with Section 4.2.2 of ARTICLE 4, including, but not limited to,



landfills, processing facilities, and transfer stations.

DIRECT COSTS

The sum of: (i) the costs of payroll directly related to the performance or supervision of any obligation pursuant to the terms hereof including compensation, fringe benefits, vacation, sick leave, holidays, retirement, Workers Compensation insurance, Federal and State unemployment taxes and all medical and health insurance benefits, (ii) the costs of materials, services, rental costs, and supplies purchased by such party directly related to the CONTRACT, (iii) the cost of travel and subsistence, and (iv) reasonable costs to subcontractors necessary to such obligation.

DIRECTOR

Director of the Bureau of Sanitation or his/her designee.

---

DVBE

Disabled Veteran Business Enterprise

EBE

Emerging Business Enterprise

EQUIPMENT

Has the meaning specified in Section 3.3 of ARTICLE 3.

EVENT OF DEFAULT

Has the meaning specified in Sections 8.1 and 8.2 of

ARTICLE 8.

FACILITY Has the meaning specified in Section 3.1 of ARTICLE 3, or other solid waste disposal facility designated by the CITY.

GROSS WEIGHT The weight of the CITY collection vehicle including the loaded CITY WASTE.

GUARANTOR The party financially responsible for guaranteeing the performance of the CONTRACTOR, the FACILITY, and/or all SUBCONTRACTORS.

HOLIDAYS New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving, Christmas (December 25), and any other holidays officially designated and observed by the CITY. On legal holidays, the CITY does not collect CITY WASTE.

HOUSEHOLD UNPERMITTED WASTE collected by the CITY from  
HAZARDOUS WASTE individuals and residences during specially designated  
HOUSEHOLD HAZARDOUS WASTE collection days.  
HOUSEHOLD HAZARDOUS WASTE includes, but is not

limited to, automotive batteries, waste oil, and/or paints.

LANDFILL Has the meaning specified in Section 3.4 of ARTICLE 3.

NET WEIGHT The difference between the GROSS WEIGHT and the TARE WEIGHT of the CITY WASTE delivered.

NON-CITY WASTE Waste or material transferred at the FACILITY other than CITY WASTE delivered by the CITY vehicles to the FACILITY.

MBE Minority Business Enterprise

OBE Other Business Enterprise

---

OPERATING DAY Any CALENDAR DAY for which the CONTRACTOR is obligated, pursuant to this AGREEMENT, to open the FACILITY to receive CITY WASTE.

PERMITS All Federal, State of California, local or any other pertinent governmental units, permits, orders, licenses, and approvals required by APPLICABLE LAW (including, but not limited

to, California Environmental Quality Act (CEQA)) for the legal proper modifications, operations and maintenance of the FACILITY, SITE, LANDFILL and EQUIPMENT.

SERVICE FEE Has the meaning specified in Section 10.2 of ARTICLE 10.

SBE Small Business Enterprise

SITE Has the meaning specified in Section 3.1 of ARTICLE 3.

TARE WEIGHT The weight of an empty collection vehicle.

TON 2,000 pounds.

TPD Tons per day

---

UNPERMITTED WASTE Waste which, by reason of its composition or characteristics is (a) a hazardous substance or hazardous waste, regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related Federal,

State of California, and local laws and regulations; the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related Federal, State of California, and local laws and regulations; the comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq., as amended, and regulations promulgated thereunder; or in any future additional or substitute Federal, State of California or local laws and regulations pertaining to the identification, treatment, storage or disposal of hazardous waste; (b) infectious medical waste resulting from medical procedures which may cause or is capable of causing disease, including body fluids, laboratory cultures, pathological waste and sharps; or (c) any waste that contains a radioactive material, the storage or disposal of which is subject to State of California or federal regulation.

---

WBE

Women Business Enterprise

As used in this AGREEMENT, the terms “collected by the CITY” and “delivered by the CITY” shall have the following meaning: “collected by or on behalf of the CITY” and “delivered by or on behalf of the CITY.”

### ARTICLE 3 – SITE FACILITY AND LANDFILL

The CONTRACTOR represents and warrants that the descriptions of the SITE, EQUIPMENT, LANDFILL, and FACILITY provided in Sections 3.1, 3.3, and 3.4, hereof, are true and accurate.

#### 3.1 SITE and FACILITY Description

The SITE is approximately a one (1) acre parcel comprised of five (5) lots. The SITE, located at 1908 Frank Street, Santa Monica, CA 90404, is on the north side of the I-10 freeway (off of Cloverfield Boulevard) between Delaware Avenue and Virginia Avenue. The SITE is zoned for Light Manufacturing and Studio District. The FACILITY is a transfer station located at the SITE.

#### 3.2 Contractor's Responsibilities to Obtain and Maintain Control of the SITE

The CONTRACTOR hereby represents that it controls the SITE and FACILITY, its leases and deeds, and shall retain control of the SITE and FACILITY for the duration of this CONTRACT. The CONTRACTOR hereby represents that the use of the SITE and FACILITY is in conformance with all local zoning requirements and any APPLICABLE LAWS.

#### 3.3 Description of the FACILITY and EQUIPMENT

The FACILITY, all EQUIPMENT, and furnishings are designed to provide safe, continuous CITY WASTE transfer operations. The FACILITY was built in 1992 and meets all current CITY building codes. The FACILITY is the only permitted privately owned large scale transfer station in the West Los Angeles watershed with a permitted capacity of 1,056 TPD.

The FACILITY has a tipping area with access to four (4) tipping bays. The loading area can accommodate up to six (6) collection vehicles at any one time. The loading area has one pit platform scale and one inbound weighing scale at the FACILITY entrance.

The CONTRACTOR shall furnish sufficient EQUIPMENT at the FACILITY to provide proper transfer services to the CITY and to Non-CITY customers as defined herein.

#### 3.4 Description of Solid Waste Disposal Facility

The Sunshine Canyon Landfill (referred to as the "Solid Waste Disposal Facility" or LANDFILL) is owned and operated by Republic Services. The LANDFILL is located at 14747 San Fernando Road in Sylmar, and is northwest of the juncture of the Interstate 14 (Palmdale Freeway), and Interstate 5 (Golden State Freeway) to the south. Access to the LANDFILL is from San Fernando Road, which runs north-south, by way of Roxford Street adjoining the Interstate 5 Highway.

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### **ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED**

#### **BY THE CONTRACTOR**

##### 4.1 Acceptance of CITY WASTE

###### 4.1.1 Hours of Operation

The CONTRACTOR shall ACCEPT deliveries of CITY WASTE at the FACILITY between 6:00 AM and 2:00 PM, Monday through Friday. For any week in which a HOLIDAY occurs on Monday through Friday, the FACILITY

shall accept CITY WASTE on the Saturday of that week, and accept deliveries from 6:00 AM to 2:00 PM.

Should the CITY notify the CONTRACTOR of the CITY'S intent to deliver more than 500 TPD of CITY WASTE for a period greater than thirty (30) days, the CONTRACTOR agrees to extend their operating hours to accommodate the increased delivery, as reasonably as possible.

#### 4.1.2 CITY Priority

The CONTRACTOR shall give the CITY'S waste collection vehicles access to the FACILITY'S scale house and tipping floor on a "first to arrive, first to service" basis. Self-haul non-CITY customers of the FACILITY shall not have priority service over CITY collection vehicles in the tipping area designated for larger collection trucks. The CONTRACTOR shall use their best efforts to ensure that the services provided to the CITY are not hindered, delayed, or in any way affected because of services provided to non-CITY users of the FACILITY. Refer to Section 4.1.7 regarding truck turn-around time and queuing.

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#### 4.1.3 Acceptance of CITY WASTE Collected by the CITY

For the term of this AGREEMENT, beginning on the CONTRACT DATE, the CONTRACTOR shall accept a daily average of 100 tons of CITY WASTE calculated on a weekly basis at the FACILITY.

In the event of a disruption in the CITY'S ability to transfer CITY WASTE, it may be necessary for the CITY to deliver additional CITY WASTE to the FACILITY until that disruption is remedied. In such events, the CITY shall notify the CONTRACTOR by phone during operating hours, and the



CONTRACTOR shall be able to accept up to 590 TPD of CITY WASTE, depending on the available capacity of the FACILITY at the time of the request. The CONTRACTOR shall not exceed the permitted capacity of the FACILITY for the purpose of satisfying CITY request.

On every OPERATING DAY, the CONTRACTOR shall accept CITY WASTE at the FACILITY, to the extent the FACILITY has available capacity and ability to ACCEPT and process such deliveries for transfer, in accordance with PERMITS and APPLICABLE LAW and subject to the CONTRACTOR'S discretion to accept NON-CITY WASTE in accordance with Section 4.1.5.

The CONTRACTOR shall assume full title and responsibility for CITY WASTE delivered to the FACILITY once the CONTRACTOR accepts the delivery.

#### 4.1.4 Separation of Waste Delivered by the CITY

To the extent possible, the CONTRACTOR shall accept, process, and transfer CITY delivered refuse and yard trimmings separately. The CONTRACTOR understands that the CITY operates a source-separated collection and processing program. The CONTRACTOR shall notify the CITY if source-separated waste streams cannot be managed separately so the CITY can arrange the transfer and transport of these waste streams to the appropriate DESIGNATED SITES.

#### 4.1.5 CONTRACTOR'S Right to Accept NON-CITY WASTE

The CONTRACTOR maintains the right to provide services at the FACILITY to haulers of NON-CITY WASTE. The FACILITY'S available

capacity for transfer and transport of NON-CITY WASTE shall be in addition to that reserved for the CITY. To the extent possible, the CONTRACTOR shall handle NON-CITY WASTE completely separate from the CITY WASTE to ensure the wastes are not commingled.

The CITY may, in its sole discretion, permit the CONTRACTOR to commingle CITY WASTE with NON-CITY WASTE for the purpose of transporting such waste to a DESIGNATED SITE. Permission must be provided, in writing, by the DIRECTOR or his/her designee.

#### 4.1.6 Monitoring of Waste/Exclusion of UNPERMITTED WASTE

##### (A) Responsibilities

The FACILITY shall not be used for the handling, transportation, storage or disposal of UNPERMITTED WASTE. Neither the CONTRACTOR nor the CITY shall allow the delivery of UNPERMITTED WASTE to the FACILITY.

In accordance with PERMITS and APPLICABLE LAW, the CONTRACTOR shall diligently monitor deliveries of CITY WASTE to mitigate the potential of an inadvertent delivery of UNPERMITTED WASTE to the FACILITY. Copies of current procedures and protocols are included in **Exhibit N**. The CONTRACTOR shall provide the CITY with prompt written notification of any changes in procedures and protocols, but in no event such notice be later than thirty (30) CALENDAR DAYS from such change.

If the CONTRACTOR discovers that UNPERMITTED WASTE has been delivered to the FACILITY by the CITY, the CONTRACTOR shall promptly contact the CITY PROJECT MANAGER through telephone, and provide written notice to the CITY and to other appropriate governmental authorities. Prompt contact through telephone shall be made within two (2) hours from the discovery of UNPERMITTED WASTE. Written notice shall be made within two (2) CALENDAR DAYS from the discovery of UNPERMITTED WASTE. In as expeditious manner as possible, the CONTRACTOR shall clean-up and/or remove the UNPERMITTED WASTE from the FACILITY, transport and dispose of such waste at an appropriate facility permitted to handle such UNPERMITTED WASTE.

The CONTRACTOR and the CITY acknowledge that CITY WASTE may contain incidental small quantities of HOUSEHOLD HAZARDOUS WASTE, and, as such, shall not be construed as UNPERMITTED WASTE. However, if this material is encountered at the FACILITY, it shall be managed according to the procedures established as part of the FACILITY'S hazardous waste exclusion (load check) program.

(B) Costs and Liabilities

The CONTRACTOR shall pay all the costs incurred in monitoring UNPERMITTED WASTE pursuant to Section 4.1.6. Subject to CITY review and approval, the CITY shall pay all DIRECT COSTS of cleaning up, removing, transporting, and disposing UNPERMITTED WASTE

delivered to the FACILITY, provided the CONTRACTOR is able to prove and provide in writing that the CITY delivered such UNPERMITTED WASTE. The CONTRACTOR shall pay all costs of clean-up, removal, transportation and disposal of all other UNPERMITTED WASTE delivered to the FACILITY. The CITY shall not reimburse the CONTRACTOR for, nor hold harmless, indemnify, nor defend the CONTRACTOR against any claims, demands, suits, damages, penalties, charges, judgments, liabilities, or losses of any kind, to the extent resulting from any negligent acts or omissions of the CONTRACTOR which relate to the management of UNPERMITTED WASTE. Costs associated with the management of incidental HOUSEHOLD HAZARDOUS WASTE shall be included in the SERVICE FEE.

#### 4.1.7 Truck Turnaround Time and Queuing

The CONTRACTOR shall ensure that the turnaround time for CITY vehicles entering the SITE, including but not limited to waiting in line, weighing loads, dumping loads, and leaving the SITE, is no longer than twenty (20) minutes. Turnaround time for CITY vehicles may exceed twenty (20) minutes during arrival peak time (9:15 AM – 10:15 AM). If the delay caused by the CONTRACTOR exceeds twenty (20) minutes turnaround time for the CITY vehicles during non-peak hours, the CITY may at its own discretion divert CITY WASTE to facilities other than those owned and operated by the CONTRACTOR. In such cases, the daily tonnage may drop below 100 TPD (calculated on a weekly basis).

The CONTRACTOR shall provide sufficient queuing space within the SITE boundaries to avoid vehicles queuing on CITY streets at any time.

4.2 Transfer and Hauling CITY WASTE to DESIGNATED SITES

4.2.1 CONTRACTOR'S Obligation to Transfer and Haul CITY WASTE to DESIGNATED SITES

The CONTRACTOR shall transfer, haul, and dispose all CITY WASTE to DESIGNATED SITES within twenty-four (24) hours of receipt at the FACILITY.

4.2.2 Designation of Sites for CITY WASTE

The CITY shall provide the CONTRACTOR with DESIGNATED SITES to transport CITY WASTE. DESIGNATED SITES are permitted solid waste facilities that can accept CITY WASTE, and are not located more than 50 miles round-trip from the FACILITY, measured using the shortest available truck route from the FACILITY. In the event that a DESIGNATED SITE is located more than 50 miles round-trip from the FACILITY, the CITY and CONTRACTOR shall meet to discuss and negotiate these alternatives in good faith.

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The location of the DESIGNATED SITES, effective dates, minimum and/or maximum number of TONS of CITY WASTE that can be deposited at the DESIGNATED SITE, operating hours at the DESIGNATED SITE, applicable permits and any limitations on the permits, and other pertinent terms and conditions for the disposal at each DESIGNATED SITE shall be provided to the CONTRACTOR.

The CONTRACTOR shall deliver CITY WASTE to the DESIGNATED SITES in accordance with the contractual terms, rules and regulations that each DESIGNATED SITE has with the CITY.

The CONTRACTOR acknowledges that the DESIGNATED SITES may vary during the life of this AGREEMENT and the CITY shall notify the CONTRACTOR of any changes in writing. The CONTRACTOR shall be paid for the transport of CITY WASTE to such DESIGNATED SITES in accordance with ARTICLE 10. Except as provided for in Section 4.2.3 of ARTICLE 4, and except for the disposal of CITY WASTE at the LANDFILL, the CITY shall directly pay the operator or owner of the DESIGNATED SITES any charges or fees for the use of such DESIGNATED SITE.

The CITY shall be authorized to deliver CITY WASTE to any other transfer station, located either within the CITY or outside the defined Western Service Transfer Region, as authorized by the CITY, for the disposal of such CITY WASTE at the LANDFILL.

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4.2.3 CONTRACTOR'S Option to Identify and/or Secure Landfill Options

The CONTRACTOR may identify potential Solid Waste Disposal Facilities for CITY WASTE. If the CONTRACTOR identifies any such sites prior to hauling CITY WASTE to that facility, the CONTRACTOR shall notify the CITY of the availability of such facility capacity and any pertinent information required for the CITY to evaluate the suitability of the facility for CITY use, including without limitation, tip fees, contract terms, and permit limitations.

If requested by the CITY, the CONTRACTOR agrees to negotiate in good faith the scope of services and payments to be made to the CONTRACTOR for assisting the CITY in securing any identified Solid Waste Facility. Upon mutual agreement on such terms, the CONTRACTOR shall assist the CITY in securing facility capacity.

The CONTRACTOR and the CITY shall cooperate to obtain facility capacity for their mutual benefit. Each party shall bear its own costs for identifying and securing this facility capacity. If the CONTRACTOR is able to secure facility capacity for both the CITY and its own use, then the CONTRACTOR shall offer such capacity to the CITY. If the CITY accepts such offer, as permitted by APPLICABLE LAW, the CONTRACTOR shall enter directly into an agreement for the use of such facility capacity, and the CITY shall designate such facility for the disposal of CITY WASTE delivered by the CITY to the FACILITY. Subject to CITY review and approval, the CITY shall reimburse the CONTRACTOR its DIRECT COST of managing CITY WASTE at the designated facility.

Notwithstanding anything to the contrary in this Section 4.2.3, the CITY shall have the right, in its sole discretion, to enter into an agreement for facility capacity for CITY WASTE without consultation, except as provided in Section 4.2.2, or participation with the CONTRACTOR.

#### 4.3 Staffing

The CONTRACTOR shall employ sufficient staff to operate, maintain, and manage the FACILITY and EQUIPMENT in accordance with generally accepted

practices of the solid waste management industry, and to perform its obligations under this AGREEMENT including weighing of trucks; monitoring loads; spotting and source-separating CITY WASTE (based on sufficient capacity and available space at the FACILITY) reserved for delivery to a Solid Waste Disposal Facility, and transferring of CITY WASTE to the DESIGNATED SITES; operating and maintaining all equipment, machinery, buildings, and providing reasonable security.

#### 4.4 Operation and Maintenance of FACILITY and EQUIPMENT

The CONTRACTOR shall pay for all the costs incurred in operating and maintaining the FACILITY and EQUIPMENT related to the receipt, storage, processing, and transfer of CITY WASTE. Such costs shall include, without limitation, labor, materials, utilities, maintenance, equipment replacement, insurance, taxes, rents, lease payments, and performance bonds.

The CONTRACTOR shall operate and maintain the FACILITY and EQUIPMENT in compliance with all PERMITS and APPLICABLE LAW. The CONTRACTOR shall notify the CITY, in writing, of any citation, together with a copy of such citation, received by the CONTRACTOR for a violation of any APPLICABLE LAW or PERMIT that would subject any person or entity, if convicted of such violation, to imprisonment or a fine of \$1,000 or more. Such notice to the CITY shall be made within five (5) OPERATING DAYS of the CONTRACTOR'S receipt of such citation.

#### 4.5 Contingency Disposal Service

If the CITY'S primary disposal facility experiences delays or incapacitation, the CONTRACTOR upon request by the CITY may provide contingent disposal services to



the CITY based upon available capacity and availability at the CONTRACTOR'S contingent disposal facility.

#### 4.6 Permits

The CONTRACTOR shall secure and maintain all PERMITS. The CONTRACTOR hereby represents that, as of the CONTRACT DATE, all PERMITS required to perform its obligations have been secured and are in full force and effect. Copies of all PERMITS are provided in **Exhibit O**, hereto (for the LANDFILL, a schedule of operating PERMITS only is identified in **Exhibit P**).

The CONTRACTOR shall notify the CITY in writing, as soon as practicable, of any proposed or actual changes in or modifications of any PERMIT. Such notice for proposed changes shall be made within five (5) OPERATING DAYS and such notice for actual changes shall be made within two (2) OPERATING DAYS from the proposed or actual change, respectively. The CONTRACTOR shall provide the CITY with any and all renewals, updates, and modifications to any PERMIT.

#### 4.7 Weighing Records

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##### 4.7.1 Measurement Devices and Procedures

The CONTRACTOR shall issue CERTIFIED WEIGHT TICKETS to all CITY collection vehicles after delivery of CITY WASTE at the FACILITY. The CERTIFIED WEIGHT TICKETS shall show the following: FACILITY'S name, date and time of arrival of CITY collection vehicle, vehicle identification number, ticket number, GROSS WEIGHT, TARE WEIGHT, NET WEIGHT, material type (e.g., refuse, yard trimmings, BULKY WASTE), and the disposal of all materials.

The CONTRACTOR shall provide and maintain documentation that the CERTIFIED WEIGH STATION is in full compliance with all PERMITS required under all applicable federal, state, and local laws. The CITY shall have the authority to verify the station's accuracy without prior notice.

#### 4.7.2 Estimates During Incapacitation

If any of the certified truck weigh scales is incapacitated or being tested, all CITY vehicles transporting CITY WASTE shall be weighed using the remaining operating certified vehicle weigh scales.

If all the certified truck weigh scales are incapacitated or being tested, the CONTRACTOR shall provide portable scales to be used in their place, until the certified truck weigh scales are operable.

Pending installation of portable scales, the weight of the waste delivered to the FACILITY shall be estimated. The CONTRACTOR shall estimate the quantity of CITY WASTE based on truck volumes, TARE WEIGHT, landfill disposal site, and/or processing facility weigh records, and historical data. The CONTRACTOR shall estimate the quantity of refuse and/or source-separated yard trimmings based on data obtained from the disposal site and/or processing facility. These estimates shall take the place of actual weights during the scale outage. It is the responsibility of the CONTRACTOR to minimize the time the scales are out of service.

#### 4.7.3 Weight Records

The CONTRACTOR shall maintain the following daily records:

- (i) TONS of CITY WASTE including source-separated waste streams ACCEPTED at the FACILITY;
- (ii) TONS of CITY WASTE delivered to each DESIGNATED SITE;  
and
- (iii) TONS of CITY source-separated waste streams delivered to each DESIGNATED SITE.

All such weight records shall be in a form acceptable to the CITY for billing and statistical purposes and shall be made available for review by the CITY during the hours of operation. The CONTRACTOR shall, on a monthly basis, submit on a compact disk, flash drive, email, or other format compatible with CITY'S computers, a report containing the weights of CITY WASTE delivered for that month. The CONTRACTOR shall retain such records for at least seven (7) years and provide written notice to the CITY prior to destroying such records to give the CITY the option of receiving copies of such records. The CONTRACTOR shall provide printed copies of such records to the CITY, upon the CITY'S request. The obligations of the CONTRACTOR in Section 4.7.3 shall survive the termination of this AGREEMENT.

#### 4.7.4 Testing of Vehicle Weigh Scales

The CONTRACTOR shall test and calibrate, as necessary, all vehicle weigh scales at the FACILITY. The CONTRACTOR shall provide the CITY with a copy of test results upon request by the CITY.

The CITY shall have the right to request, in writing, a test of any or all of the vehicle weighing scales at the FACILITY. The CONTRACTOR shall test the vehicle weigh scales within a reasonable time of the CITY'S request.

If, upon conclusion of the CITY requested test, the results indicate that the scale(s) did not meet the requirements of APPLICABLE LAW, then all weight measurements recorded and SERVICE FEES calculated, charged, or paid, from the date of such request, shall be adjusted and corrected consistent with the results of such tests.

4.7.5 CITY Representative to Monitor Compliance

The CITY shall have the right, at its expense, to station its representative at any vehicle weigh scale, or the scale house, to monitor compliance with the provisions of this AGREEMENT.

4.8 BULKY WASTE

The CITY may deliver BULKY WASTE to the FACILITY, which shall be considered CITY WASTE for purposes of this AGREEMENT. The CONTRACTOR shall ACCEPT such BULKY WASTE at the FACILITY.

4.9 Maintenance of Records

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of the CONTRACT, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than seven (7) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the

CITY'S representative at any time during the term of the CONTRACT and within the three (3) years following final payment made by the CITY hereunder or the expiration date of the CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of the CONTRACT. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under the CONTRACT.

## **ARTICLE 5 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED**

### **BY THE CITY**

#### **5.1 CITY Deliveries**

The CITY shall deliver a daily average of 100 TPD of CITY WASTE calculated on a weekly basis to the CONTRACTOR'S FACILITY, such deliveries shall be during the hours of operation specified in Section 4.1.1 of this AGREEMENT.

#### **5.2 CITY Collection Vehicles**

The CITY shall deliver CITY WASTE using clearly identified vehicles with identification number visible to the scale house operator. The CONTRACTOR or the CITY, in their respective reasonable discretion, may require the revalidation of the TARE WEIGHT of any CITY vehicle or the reweighing of unloaded CITY vehicles. The CITY reserves the right to modify its truck fleet as it deems necessary.

#### **5.3 Title to CITY WASTE**

Title to CITY WASTE shall transfer to the CONTRACTOR upon ACCEPTANCE of such material at the FACILITY. Title to any UNPERMITTED WASTE mixed in CITY WASTE shall not transfer to the CONTRACTOR.

5.4 Designation of SITES

The CITY shall make all efforts to designate sites (within 50 miles round-trip of the FACILITY) for the processing, composting, and/or disposal of CITY WASTE delivered to the FACILITY, provided the CITY is able to obtain binding contracts for sufficient processing, composting or disposal capacity for the CITY WASTE.

5.5 Payment of the SERVICE FEE

The CITY shall pay the CONTRACTOR the SERVICE FEE in accordance with ARTICLE 10 of this AGREEMENT.

**ARTICLE 6 – KEY CONTRACTOR PERSONNEL**

6.1 The key personnel representing the CONTRACTOR in all matters pertaining to this AGREEMENT:

<b>Name:</b>	<b>Mr. Mike Matosian, Vice President</b>
<b>Address:</b>	<b>Southern California Disposal &amp; Recycling Co., Inc. P.O. Box 25669 Los Angeles, CA 90025</b>
<b>Tel. Number:</b>	<b>(310) 828-6444</b>
<b>Fax Number:</b>	<b>(310) 829-9240</b>

The CONTRACTOR may assign additional key personnel, and the CONTRACTOR shall notify the CITY PROJECT MANAGER of the changes.

6.2 The CONTRACTOR agrees that key personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the PROJECT, and the CONTRACTOR shall not change personnel

assigned to these positions without the consent and approval of CITY'S PROJECT MANAGER, whose consent shall not be withheld unreasonably.

6.3 Unless otherwise provided or approved by the CITY, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY shall have the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

6.4 The CONTRACTOR shall not use subcontractors to assist in the performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve the CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

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#### **ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS**

The term of this AGREEMENT shall be for five years (5) from the date of full execution. At the City's sole option, the AGREEMENT may be extended for an additional five (5) year term, for a potential ten (10) year AGREEMENT. The CITY's option to renew shall be exercised upon the CITY providing the CONTRACTOR notice of renewal at least ninety (90) days prior to the expiration date of the initial five (5) year term of the AGREEMENT.

In addition to the five (5) year renewal option, the CITY may elect to extend the

AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial five (5) year term if the CITY elects not to renew, or the end of the ten (10) year term if the CITY elected to renew, by providing the CONTRACTOR written notice at least 90 days prior to expiration of the AGREEMENT. During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR up to a maximum of ten (10) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

Notwithstanding the foregoing, the AGREEMENT may be terminated as provided under Article 8 or further extended by amendment to this AGREEMENT pursuant to Article 11.

The date of full execution is deemed to be the date when all the following events have occurred:

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- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
  - This AGREEMENT has been approved by the City Council or by the board, officer or employee authorized to give such approval;
  - The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and



- This AGREEMENT has been signed on behalf of the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this AGREEMENT.

## **ARTICLE 8 - TERMINATION**

This CONTRACT may be terminated, in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this CONTRACT.

### **8.1 EVENTS OF DEFAULT by the CONTRACTOR**

EVENTS OF DEFAULT by the CONTRACTOR shall include but not be limited to:

- (i) The filing of an involuntary petition in bankruptcy without the consent of the CONTRACTOR or the GUARANTOR, which is not dismissed within ninety (90) CALENDAR DAYS of the filing date, under Title 11 of the United States Code, or any other applicable bankruptcy, insolvency, reorganization or similar law; or the filing of a voluntary petition of bankruptcy by the CONTRACTOR or GUARANTOR, under Title 11 of the United States Code, or any other applicable insolvency, reorganization or similar law; or the appointing of a receiver, liquidator, trustee or a similar official of CONTRACTOR or GUARANTOR;
- (ii) Inaccuracy of any representation as of the CONTRACT DATE, or warranty made herein by the CONTRACTOR which impairs the CONTRACTOR'S ability to perform hereunder;
- (iii) Failure to maintain control of the FACILITY and SITE through a lease, ownership or other agreement;

- (iv) Failure to obtain or maintain all applicable PERMITS and approvals;
- (v) Failure to ACCEPT CITY WASTE in the amounts described in ARTICLE 4, hereof, for a period of two (2) or more consecutive OPERATING DAYS at any time after the CONTRACT DATE;
- (vi) Failure to operate and maintain the FACILITY or EQUIPMENT in compliance with all PERMITS and APPLICABLE LAW;
- (vii) Failure to maintain the insurance or self-insurance, and performance bond, required by the provisions of ARTICLE 12 and 30, hereof;
- (viii) Failure to comply with ARTICLE 28, hereof;
- (ix) Repeated and persistent failure to perform any other material obligation of the CONTRACTOR under the terms of this AGREEMENT.
- (x) Engaging in dishonest conduct related to the performance or administration of this CONTRACT or violating the CITY'S lobbying policies;

Except for items (i), (vii), (x) above, the foregoing shall not constitute EVENTS OF DEFAULT unless:

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- (a) The CITY has given prior written notice to the CONTRACTOR stating that a specified failure or refusal to perform exists which will, unless corrected, constitute an EVENT OF DEFAULT on the part of the CONTRACTOR and which will, in the CITY'S opinion, give the CITY a right to terminate this AGREEMENT for cause under Section 8.3 of ARTICLE 8; provided, that failure by the CITY to give such notice shall not be construed or deemed to be a waiver of its rights to subsequently give such notice and terminate this AGREEMENT; and

- (b) The CONTRACTOR has not corrected, or diligently taken steps to correct such failure, refusal or EVENT OF DEFAULT within a reasonable period of time, but not more than thirty (30) CALENDAR DAYS, from receipt of the notice given pursuant to subsection (a) of Section 8.1 of ARTICLE 8, hereof.

8.2 EVENTS OF DEFAULT by the CITY

EVENTS OF DEFAULT by the CITY shall be:

- (i) Inaccuracy of any representation as of the CONTRACT DATE, or warranty made herein by the CITY which impairs the CITY'S ability to perform hereunder;
- (ii) Failure of the CITY to pay the SERVICE FEE within sixty (60) CALENDAR DAYS of the due date provided in Section 8.3 of ARTICLE 8, hereto; and
- (iii) Failure to identify DESIGNATED SITES in accordance with Section 4.2.2 of ARTICLE 4, hereof.

The foregoing shall not constitute EVENTS OF DEFAULT unless:

- (a) The CONTRACTOR has given prior written notice to the CITY stating that a specified failure or refusal to perform exists which will, unless corrected, constitute an EVENT OF DEFAULT on the part of the CITY and which will, in the CONTRACTOR'S opinion, give the CONTRACTOR a right to terminate this AGREEMENT for cause under Section 8.3 of ARTICLE 8; provided, that failure by the CONTRACTOR to give such notice shall not be construed or deemed to be a waiver of its rights to subsequently give such notice and terminate this AGREEMENT; and
- (b) The CITY has not corrected or, in the case of (i) and (iii), diligently taken steps to correct such failure, refusal, or EVENT OF DEFAULT within a reasonable period

of time, but not more than thirty (30) CALENDAR DAYS, from receipt of the notice given pursuant to clause (a) of Section 8.2, of ARTICLE 8, hereof.

8.3 Termination of AGREEMENT for an EVENT OF DEFAULT

Either party may terminate this AGREEMENT, in whole or in part, in writing, in the EVENT OF DEFAULT by the other party in accordance with ARTICLE 8. However, no such termination, except termination for the bankruptcy or insolvency of the CONTRACTOR hereof, or the failure of the CONTRACTOR to provide insurance coverage described in item (vii), or engaging in dishonest conduct related to the performance or administration of this CONTRACT or violating the CITY'S lobbying policies of Section 8.1 of ARTICLE 8, hereof may be effected unless the other party is given:

- (i) not less than thirty (30) CALENDAR DAYS written notice (delivered by certified mail, return receipt requested) of intent to terminate, which notice may be given at the same time as notice pursuant to subsection (a) of Section 8.1 of ARTICLE 8; and
- (ii) an opportunity for consultation with the terminating party before termination; and
- (iii) In the event the CITY seeks termination, a hearing before the BOARD if requested by the CONTRACTOR in writing addressed to the BOARD and made within thirty (30) CALENDAR DAYS of the date of the CITY'S written notice of intent to terminate. If the BOARD does not receive a written request for a hearing within such time, termination shall be deemed final as of the date specified in the written notice of intent to terminate. If the BOARD receives a written request for a hearing within such time, the BOARD shall hold a hearing as expeditiously as

possible, but in no event later than forty-five (45) CALENDAR DAYS following receipt of the notice described in item (i) above. If the BOARD affirms the termination, termination shall be effective 15 CALENDAR DAYS from the date of the BOARD'S decision, whether written or oral, or such later time as the BOARD sets for the date of termination. The CITY shall provide an opportunity for consultation and cooperate with the BOARD to hold a hearing as expeditiously as possible, but in no event later than forty-five (45) CALENDAR DAYS following receipt of the notice described in item (i) above.

For an EVENT OF DEFAULT by the CONTRACTOR related to the Solid Waste Disposal Facility, the CITY may choose in its sole discretion, to terminate the designation of the Solid Waste Disposal Facility as a DESIGNATED SITE for the disposal of CITY WASTE rather than terminate the entire AGREEMENT. No such termination of the designation of the Solid Waste Disposal Facility as a DESIGNATED SITE may occur unless the CONTRACTOR is given a written notice, an opportunity to consult with the CITY, and a hearing before the BOARD in accordance with (i), (ii), and (iii) of this Section 8.3. Any termination of the designation of the Solid Waste Disposal Facility as a DESIGNATED SITE (provided that the DESIGNATED SITE is located within 50 miles round-trip of the FACILITY) shall not affect the other terms and conditions of this AGREEMENT.

8.4 CITY'S Options for EVENT OF DEFAULT by the CONTRACTOR

If the CITY terminates this AGREEMENT for an EVENT OF DEFAULT by the CONTRACTOR pursuant to Section 8.3 of ARTICLE 8, the CITY may claim against the performance bond described in ARTICLE 30, hereof, for its damages. In addition, the CITY can

exercise its remedies under law and equity including, but not limited to, suing for specific performance.

8.5 CONTRACTOR'S Options for EVENT OF DEFAULT by the CITY

If the CONTRACTOR terminates this AGREEMENT for an EVENT OF DEFAULT by the CITY, in accordance with Section 8.2 of ARTICLE 8, hereof, then, the CONTRACTOR may exercise their remedies under law and equity.

8.6 Payment Due CONTRACTOR Upon Termination

If the CITY terminates the AGREEMENT for an EVENT OF DEFAULT by the CONTRACTOR in accordance with Sections 8.1 and 8.3 of ARTICLE 8, or if the CONTRACTOR terminates this AGREEMENT for an EVENT OF DEFAULT by the CITY in accordance with Section 8.2 and 8.3 of ARTICLE 8, then, without limiting the rights of the parties pursuant to Section 8.4 and 8.5 of ARTICLE 8, hereof, the CONTRACTOR shall be paid the SERVICE FEE to the date of termination. In the event that the termination by the CITY is for an EVENT OF DEFAULT by the CONTRACTOR, the above compensation shall be subject to offset and withholding by the CITY of amounts due the CONTRACTOR to the extent of any additional costs incurred by the CITY in completing the terminated services and work under this AGREEMENT.

8.7 Termination for Convenience

This CONTRACT may be terminated in whole or in part by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to

termination. Upon receipt of said written notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

**ARTICLE 9 – SUBCONTRACTOR APPROVAL**

All subcontracts exceeding \$10,000 shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the subcontractor’s name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors.

**ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT**

10.1 CITY WASTE Tonnage

The tonnage of CITY WASTE shall be the difference between the GROSS WEIGHT of the vehicles delivering such waste and the TARE WEIGHT of those vehicles.

10.2 SERVICE FEE

The SERVICE FEE will be established on the CONTRACT DATE. The total cost for services during the invoiced period shall be the SERVICE FEE multiplied by the tonnage of CITY WASTE delivered and ACCEPTED by the CONTRACTOR.

$$SF = OF + TX + FS_1$$

Where:

SF = SERVICE FEE (unit: \$/ton)

OF = Operating fees pursuant to Section 10.2.1 (unit: \$/ton);

- TX = Pass-through taxes as defined in Section 10.2.2 (unit: \$/ton);
- FS<sub>1</sub> = Fuel surcharge = (AFP – BFP<sub>1</sub>) \* 0.48
- AFP = Average Fuel Price is the average “on highway” diesel fuel price for the Los Angeles area published by the Energy Information Administration of the U.S. Department of Energy (EIA/DOE) (unit: \$/gal);
- BFP<sub>1</sub> = Baseline Fuel Price used to establish the SERVICE FEE on CONTRACT DATE only will be \$2.40/gallon. On the next billing period following the CONTRACT DATE, the BFP will be determined per Section 10.2.3 of this CONTRACT.

### 10.2.1 Operating Fees

The Operating Fee (OF) is calculated by adding the Transfer Rate (TR) and the Hauling Rate (HR) which is multiplied by the round-trip miles from the FACILITY to the LANDFILL. The round-trip mileage from the FACILITY to each DESIGNATED SITE shall be the shortest available legal truck route.

$$\text{OF} = \text{TR} + (\text{HR} \times \text{MI})$$

Where:

OF = Operating Fee (unit: \$/ton)

TR = Transfer Rate = \$12.99 per ton (unit: \$/ton)



HR = Hauling Rate = \$0.21 per ton per mile (unit: \$/ton-mile);

MI = Round-trip miles (unit: mile)

The Operating fee shall be firm for the first partial CITY fiscal year of the AGREEMENT, and shall be adjusted on each July 1<sup>st</sup> thereafter within the AGREEMENT term, to reflect the cumulative changes in the Consumer Price Index (CPI-U) for the preceding June compared with the CPI-U for June in the prior fiscal year. Since CPI statistics for any particular month are not available until the middle of the following month, the CONTRACTOR shall submit an additional invoice in July reflecting the CPI adjustment effective from July 1<sup>st</sup> to the published date of the June CPI statistics.

$$IN = [(CPI-U_a) \div (CPI-U_b)]$$

Where:

IN = Annual inflation factor;

CPI-U<sub>a</sub> = Published CPI-U for the June immediately preceding the date of the adjustment; and

CPI-U<sub>b</sub> = Published CPI-U for the June one year prior to CPI-U<sub>a</sub>

The CPI-U will be the value published by the Bureau of Labor Statistics, U.S. Department of Labor for the Los Angeles – Anaheim – Riverside Metropolitan area. The annual inflation factor (“IN”) shall not exceed six percent

(6%). The inflation factor shall not be applied to pass-through taxes and the fuel component of the transfer rate.

#### 10.2.2 Pass-through Taxes

The pass-through taxes ("TX") shall be equal to the sum of any taxes or governmental fees that are assessed on a cost per TON, and paid or accrued by the CONTRACTOR during the billing period for the management of CITY WASTE, provided, such taxes are only applicable to municipal solid waste facilities or the management of municipal solid waste. Notwithstanding anything to the contrary in the foregoing, the pass-through taxes shall not include, without limitation, any taxes based on or measured by net income, business tax registration certificate, or any unincorporated business, payroll, franchise, or employment taxes.

$$\text{TX} = \$0.36/\text{ton}$$

The CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR learns of any imposition of a pass-through tax that will require an adjustment to the SERVICE FEE. In such notice the CONTRACTOR shall describe the tax and provide the justification for its inclusion in the SERVICE FEE. Notwithstanding anything to the contrary in this Section 10.2.2, the CONTRACTOR shall not charge the CITY and the CITY shall not be obligated to pay the CONTRACTOR any actual or accrued pass-through taxes unless and until the CITY is notified by the

CONTRACTOR, in writing, of such tax, and approves such adjustment. Furthermore, the CONTRACTOR may include in the SERVICE FEE, as provided in this Section 10.2.2, only the related actual or accrued pass-through taxes that the CONTRACTOR has incurred subsequent to providing such notice to the CITY.

### 10.2.3 Transportation Fuel Surcharge

The total costs of services shall be adjusted each week by the transportation fuel surcharge (FS). The FS shall be added to or subtracted from the total costs of services to account for the fluctuations in diesel fuel price. If the average fuel price (AFP) is more than the baseline fuel price (BFP), fuel surcharge shall be added, and if the AFP is less than the BFP, fuel surcharge shall be subtracted. The AFP is the average "on highway" diesel fuel price for the Los Angeles area published by the Energy Information Administration of the U.S. Department of Energy (EIA/DOE).

Following the CONTRACT DATE, the BFP shall be re-established for the remaining term of the CONTRACT to the diesel fuel price published for the first week of the billing period. The Fuel Surcharge shall be calculated by determining the AFP for the week, then subtracting the BFP from the AFP, and multiplying the resultant differential by the FS Factor.

$$\text{FS Factor} = (50 \text{ miles}) / (4.75 \text{ mpg}) (22 \text{ tons}) = 0.48 \text{ gallons per ton}$$

$$\text{FS} = (\text{AFP} - \text{BFP}) \times (\text{FS Factor}); \text{unit} = \$/\text{ton}$$

### 10.3 Preparation of Invoices

Beginning on the month following the CONTRACT DATE, and on a biweekly basis thereafter, the CONTRACTOR shall invoice the CITY indicating the amount due for services rendered in the prior biweekly billing period.

The CONTRACTOR shall invoice the CITY for services rendered in a form acceptable to the CITY. The CONTRACTOR shall submit to the CITY an electronic invoice through e-mail, and submit through postal mail the original and one (1) copy of the invoice and electronic copies of the weight tickets on a compact disc (CD). For billing period covering the first day to the 15<sup>th</sup> day of each month, invoice shall be submitted by the 25<sup>th</sup> day of such month. For billing period covering the 16<sup>th</sup> day to the end of the month, the invoice shall be submitted by the 10<sup>th</sup> day of the subsequent month. Invoices shall be supported by weight tickets (on CD) and other source documents as may be reasonably required by the CITY to verify the amount of each invoice. In addition, the CONTRACTOR shall submit a subcontractor utilization report (Schedule B) indicating the amount invoiced by each subcontractor, and the invoiced amounts paid to date to each firm.

The invoices must reference this AGREEMENT and are to be submitted in a neat and orderly manner to:

Bureau of Sanitation  
Solid Resources Support Services Division  
Attn: Nancy Aguas  
1149 South Broadway, Suite 500  
Los Angeles, CA 90015  
Email: [Nancy.Aguas@lacity.org](mailto:Nancy.Aguas@lacity.org)

#### 10.4 Payment of Invoices

The CITY shall review the CONTRACTOR'S invoice including, but not limited to, the calculation of the SERVICE FEE and FUEL SURCHARGE payable to the CITY and notify the CONTRACTOR, in writing, of any exceptions or disputed amounts within sixty (60) CALENDAR DAYS of receipt. The total invoice amount less any exceptions or disputed amounts shall be paid to the CONTRACTOR by the CITY. The CITY shall pay the CONTRACTOR the approved amount for payment within sixty (60) CALENDAR DAYS after the CITY receives the invoice.

The CITY shall not be responsible for the payment of invoices or supplemental invoices submitted by the CONTRACTOR more than sixty (60) days after the date of service.

Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to CONTRACTOR if said costs were incurred in completing any task specifically authorized by this AGREEMENT and said costs are reviewed and approved by the CITY and said approval for payment occurs after this AGREEMENT is fully executed.

#### 10.5 Early Payment Discount

The CITY shall apply a zero point forty five percent (0.45%) discount to the invoice if payment is made to the CONTRACTOR within thirty (30) days of the date the CITY receives a properly documented invoice.

#### 10.6 Late Charges

The CITY shall not pay late penalties or interest on outstanding invoices. The CITY shall not be responsible for the payment of any interest, late charges or penalties incurred by the CONTRACTOR from any subcontractor or supplier for any item provided under the CONTRACT.

#### 10.7 Financial Liability Clause

CITY liability under this AGREEMENT shall only be to the extent of the present appropriation to fund the AGREEMENT. No action, statement, or omission of any officer, agent, or employee of CITY shall impose any obligation upon CITY, such officer, agent, or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this AGREEMENT.

CONTRACTOR and CITY agree that no indebtedness for work performed which results in costs under this AGREEMENT shall arise against CITY until and unless there is an appropriation of funds to pay for such work. However, if CITY shall appropriate funds for any successive fiscal years, CITY'S liability shall be extended to the extent of such appropriation subject to the terms and conditions of this AGREEMENT.

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#### 10.8 False Claims Act

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California False Claims Act (Cal. Gov. Code 12650 et seq.), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

## **ARTICLE 11 – AMENDMENTS, CHANGES, OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

## **ARTICLE 12 – INDEMNIFICATION AND INSURANCE**

### 12.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, officers, Agents, Employees, Assigns and Successors in Interest, the CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and costs of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph survive expiration or termination of this AGREEMENT.

## 12.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits customarily carried and actually arranged by the CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in **EXHIBIT B** hereto, covering its operations hereunder. Such insurance shall conform to the CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in **EXHIBIT B**, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form Instructions and Information on Complying with the CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on **EXHIBIT B** hereto. **EXHIBIT B** is hereby incorporated by reference and made a part of this CONTRACT.

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## **ARTICLE 13 – INDEPENDENT CONTRACTORS**

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. The CONTRACTOR shall not represent or otherwise hold out itself or any of its Directors, officers, partners, employees, or agents to be an agent or employee of the CITY. The CITY shall not represent or otherwise hold itself out or any of its Directors, officers, partners, employees or agents to be an agent or employee of the CONTRACTOR.



**ARTICLE 14 – WARRANTY AND CONTRACTOR RESPONSIBILITY**

- 14.1 The CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR’S profession doing the same or similar work under the same or similar circumstances.
- 14.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this AGREEMENT. The CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 14.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR shall notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 14.4 The CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required under this AGREEMENT.
- 14.5 Except as specified Article 12 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with APPLICABLE LAW, for all damages to the CITY caused by the CONTRACTOR’S negligent

performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

#### **ARTICLE 15 – INTELLECTUAL PROPERTY INDEMNIFICATION**

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including without limitation, patent, copyright, trademark, trade secret, right of publicity and propriety information (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its subcontractors of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by the CONTRACTOR, or its subcontractors of any tier, under this AGREEMENT. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration of this CONTRACT.

## **ARTICLE 16 – INTELLECTUAL PROPERTY WARRANTY**

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and propriety information.

## **ARTICLE 17 – OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by the CONTRACTOR or its subcontractors of any tier under this CONTRACT shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. The CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trade mark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by the CONTRACTOR under this CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its subcontractors of any tier under this CONTRACT, the CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

The CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by the CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise oblige its subcontractors performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

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#### **ARTICLE 18 - NON-DISCRIMINATION**

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such

person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

#### **ARTICLE 19 - EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of

Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the BOARD that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of

employment activity, be concerned with such employment practices as:

1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

#### **ARTICLE 20 - AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured



or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
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- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such

failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the BOARD that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the BOARD, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the CONTRACT, a penalty of ten dollars (\$10.00) for each person for each CALENDAR DAY on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and

all other remedies at law or in equity for any breach hereof.

- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- K. CONTRACTOR shall submit an Affirmative Action Plan, which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the CONTRACT. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve (12) months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve (12) months.

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If the approval is thirty (30) days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the CONTRACT is awarded.

- 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- 2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by

affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of CONTRACT award for the entire CONTRACT term without the mutual agreement of the awarding authority and CONTRACTOR.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the

prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the

CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

**ARTICLE 21 – BUSINESS INCLUSION PROGRAM**

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran, and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as **Exhibit A**, for each invoice as described in Article 10, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts invoiced as part of the invoicing procedures.

**ARTICLE 22 – SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to

the AGREEMENT which consent shall not be unreasonably withheld.

**ARTICLE 23 – CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY:

Contact Person: Javier Polanco  
Solid Resources Support Services Division Manager  
Address: 1149 S. Broadway, Suite 500  
Los Angeles, CA 90015  
(213) 485-3825

To CONTRACTOR:

Contact Person: Mr. Mike Matosian  
Address: P.O. Box 25669  
Los Angeles, CA 90025  
(310) 828-6444

**ARTICLE 24 – FORCE MAJEURE**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include,

but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**ARTICLE 25 - SEVERABILITY**

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

**ARTICLE 26 - DISPUTES**

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

**ARTICLE 27 - ENTIRE AGREEMENT**

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.



**ARTICLE 28 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT**

Each party's performance hereunder shall comply with all APPLICABLE LAWS of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced, and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this CONTRACT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this CONTRACT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining portions of provisions shall not be affected thereby.

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**ARTICLE 29 – LOS ANGELES CITY BUSINESS TAX REGISTRATION**

**CERTIFICATE REQUIREMENT**

If applicable, the CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such certificates

required of it under Business Tax Ordinance and shall not allow any such certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, the CONTRACTOR shall be responsible in reporting the matter immediately to the CITY PROJECT MANAGER.

**ARTICLE 30 - BONDS**

All bonds which may be required hereunder shall conform to the CITY requirements established by Charter, Ordinance or Policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Municipal Code Sections 11.47 through 11.56 of the Los Angeles Administrative Code. Refer to **EXHIBIT B** for Bond requirements.

**ARTICLE 31 – CHILD SUPPORT ASSIGNMENT ORDERS**

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements for the CONTRACTOR’S employees. The CONTRACTOR shall also certify (1) that the Principal Owner(s) of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that the CONTRACTOR shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that the CONTRACTOR shall maintain such compliance throughout the term of this CONTRACT.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to the CONTRACTOR by the CITY.

Any subcontract entered into by the CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of the CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination where such default shall continue for more than ninety (90) days after notice of such default to the CONTRACTOR by the CITY.

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The CONTRACTOR shall certify that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**ARTICLE 32 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR**

**WORKER RETENTION ORDINANCE**

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as **EXHIBIT F** and incorporated herein by this reference, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. The CONTRACTOR shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. The CONTRACTOR shall receive and retain on file the executed pledges from each such subcontractor within ninety (90) days of the execution of the subcontract. The CONTRACTOR'S evidence of executed pledges from each such subcontractor shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. The CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
4. Any subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
5. The CONTRACTOR shall comply with all rules, regulations, and policies promulgated by the CITY'S designated administrative agency, which may be amended from time to time.
- ~~B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles~~  
Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured,

the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

#### Earned Income Tax Credit

- D. This contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the Federal Earned Income Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

#### **ARTICLE 33 – AMERICANS WITH DISABILITIES ACT**

The CONTRACTOR hereby certifies that it shall comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR shall provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services, and activities in

accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR shall not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**ARTICLE 34 – EQUAL BENEFITS ORDINANCE**

Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO. The CONTRACTOR agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the CONTRACTOR will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922.”

- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of the CONTRACT by the Awarding Authority.

- C. If the CONTRACTOR fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the CONTRACT, in whole or in part, and all monies due or to become due under the CONTRACT may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the Bureau of Contract Administration determines that a contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the CONTRACT on behalf of the City. Violation of this provision may be used as evidence against the CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

#### **ARTICLE 35 – WAIVER**

~~A waiver of a default of any part, term or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as waiver of that default.~~

#### **ARTICLE 36 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:



- a) Assign or otherwise alienate any of its rights hereunder, including the right of payment; or
- b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

**ARTICLE 37 - PERMITS**

The CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the CONTRACTOR'S performance of the services hereunder and shall pay any fees required therefore. The CONTRACTOR shall immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**ARTICLE 38 - DISCOUNTS**

The CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided hereunder and applies such discounts to payments made under this AGREEMENT which meet the discount terms.

**ARTICLE 39 – CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires the CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) CALENDAR DAYS after any change to the

responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, the CONTRACTOR pledges, under penalty of perjury, to comply with all applicable Federal, State, and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) CALENDAR DAYS after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR is not in compliance with all applicable Federal, State, and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) CALENDAR DAYS of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) CALENDAR DAYS after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**ARTICLE 40 - BREACH**

Except for force majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**ARTICLE 41 – SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as **EXHIBIT D** and incorporated herein by this reference. The CONTRACTOR shall certify that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

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**ARTICLE 42 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**

At the end of this AGREEMENT, the CITY shall conduct an evaluation of the CONTRACTOR’S performance. The CITY may also conduct evaluations of the CONTRACTOR’S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations shall be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to

the AGREEMENT. A Contractor who receives a “Marginal” or “Unsatisfactory” rating shall be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY shall use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

#### **ARTICLE 43 – MUNICIPAL LOBBYING ORDINANCE**

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, EXHIBIT L, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

#### **ARTICLE 44 – CLAIMS FOR LABOR AND MATERIALS**

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**ARTICLE 45 - FIRST SOURCE HIRING ORDINANCE**

Unless otherwise exempt in accordance with this Ordinance, this CONTRACT 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.

The CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the DAA a list of anticipated employment opportunities that the CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT.

The CONTRACTOR further pledges that it shall, during the term of the CONTRACT, shall a) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) interview qualified individuals referred by CDD; and c) 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 referred individuals were not hired.

Any subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

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 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 Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONTRACTOR'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT 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.

**ARTICLE 46 – CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS**

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the CONTRACT is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #\_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies include fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

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CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

**APPROVED AND AGREED TO:  
CITY OF LOS ANGELES**

By: \_\_\_\_\_  
Title: President, Board of Public Works  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Commissioner, Board of Public Works  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Commissioner, Board of Public Works  
Date: \_\_\_\_\_

**APPROVED AND AGREED TO:  
SOUTHERN CALIFORNIA  
DISPOSAL & RECYCLING CO.,  
INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

---

**APPROVED AS TO FORM:**

**CARMEN A. TRUTANICH, City Attorney**

By: \_\_\_\_\_  
JOHN A. CARVALHO  
Title: Deputy City Attorney III  
Date: \_\_\_\_\_

**ATTEST:**

**JUNE LAGMAY, City Clerk**

By: \_\_\_\_\_  
Title: Deputy City Clerk  
Date: \_\_\_\_\_



## Southern California Disposal

Company Information	
ID	38964
Name:	Southern California Disposal
Address:	1837 24th ST Santa Monica, CA 90404

File Name	Date Uploaded	Status	Date Verified	EEOE Verification
Affirmative Action				
AffirmativeAction12.10.12	12/10/2012	Verified	12/13/2012	
Equal Benefits Ordinance				
EBO Compliance2013	01/16/2013	Verified	01/17/2013	
First Source Hiring Ordinance				
FSHO Compliance2013	01/16/2013	Verified	01/17/2013	
Non-discrimination/Equal Employment Practices Provisions				
NonDiscrim.12.10.12	12/10/2012	Verified	12/13/2012	
Slavery Disclosure Ordinance				
Not Uploaded				
Slavery Disclosure Ordinance (Indefinite Application)				
SlaveryDisc2013	01/16/2013	Verified	01/17/2013	

LA BAVN is NOT responsible for the timeliness or accuracy of this data. If in doubt, please contact the opportunity's agency of record for additional information.  
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## Sole Source between the City of Los Angeles and Southern California Disposal & Recycling Co., Inc. for transfer, transport, and disposal service

General Information	Status
<b>BAVN ID:</b> 12850 <b>Category:</b> Personal Services <b>Type:</b> Other Agreements <b>Description:</b> This opportunity is being posted for conducting a Business Inclusion Program outreach for Southern California Disposal & Recycling Co., Inc. as required by Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts greater than \$100,000. This is not a competitive bid to provide transfer, transport, or disposal services for municipal solid waste from the City of Los Angeles' West Los Angeles wasteshed. The City of Los Angeles expects to enter into a sole source contract with Southern California Disposal and Recycling Co., Inc. for these services. Southern California Disposal & Recycling Co., Inc. is the only facility in the West Los Angeles wasteshed with the capacity and capability to provide these services to the City of Los Angeles. <b>Prime NAICS:</b> 562111: Solid Waste Collection <b>Sub NAICS:</b> 484110: General Freight Trucking, Local	<b>Status:</b> Closed * <b>Posted:</b> 01/17/12 <b>Outreach Due:</b> 01/24/12 12:00 AM ** <b>Bid Due:</b> 02/07/12 11:00 PM <b>Summary Due:</b> 02/08/12 4:30 PM
	Contact
	<b>Dept:</b> Public Works: Bureau of Sanitation <b>Name:</b> Rowena Romano <b>Email:</b> rowena.romano@lacity.org <b>Phone:</b> 213-485-3626

\* The opportunity's current status is 'Closed'. The City is performing the technical evaluations of the bids/proposals that were submitted prior to the Bid Due date and time.  
 \*\* All outreach must be completed by 01/23/12 at 11:59 PM. Absolutely no outreach will be allowed or considered on or after 01/24/12 12:00 AM.

Meetings
No meetings scheduled

Documents		
Scope of Work Documents	Uploaded	Size
SouthernCaliforniaDisposalBIPPostingLetter01-17-2012.pdf	01/10/12 2:16 PM	85.0 KB

LA BAVN is NOT responsible for the timeliness or accuracy of this data. If in doubt, please contact the opportunity's agency of record for additional information.  
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CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

BOARD OF  
PUBLIC WORKS  
COMMISSIONERS

ANDREA A. ALARCÓN  
PRESIDENT

JERILYN LÓPEZ MENDOZA  
VICE PRESIDENT

JOHN J. CHOI  
PRESIDENT PRO TEMPORE

STEVEN T. NUTTER  
COMMISSIONER

VALERIE LYNNE SHAW  
COMMISSIONER

DEPARTMENT OF  
PUBLIC WORKS  
BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR  
DIRECTOR

TRACI J. MINAMIDE  
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN  
ADEL H. HAGEKHALIL  
ALEXANDER E. HELOU  
ASSISTANT DIRECTORS

1149 SOUTH BROADWAY, 9<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90015  
TEL: (213) 485-2210  
FAX: (213) 485-2979

January 17, 2012

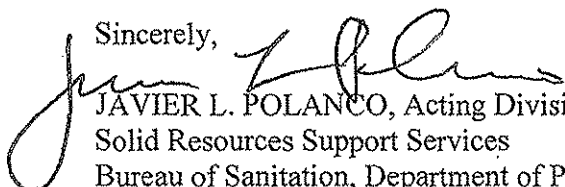
**BUSINESS INCLUSION PROGRAM OUTREACH FOR TRANSPORT SERVICES FOR SOUTHERN CALIFORNIA DISPOSAL & RECYCLING CO., INC.**

This opportunity is being posted on the Los Angeles Business Assistance Virtual Network (LABAVN) for conducting a Business Inclusion Program outreach for Southern California Disposal & Recycling Co., Inc. as required by Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts greater than \$100,000. The use of LABAVN will increase contracting opportunities for small businesses including Minority, Women, Small, Emerging, Disabled Veteran, and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms for a portion of the services expected to be provided to the City.

This is not a competitive bid to provide transfer, transport, or disposal services for municipal solid waste from the City of Los Angeles' West Los Angeles wasteshed. The City of Los Angeles expects to enter into a sole source contract with Southern California Disposal and Recycling Co., Inc., for these services. ~~Southern California Disposal & Recycling Co., Inc. is the only facility in the West Los Angeles wasteshed with the capacity and capability to provide these services to the City of Los Angeles.~~

Southern California Disposal and Recycling Co., Inc. is an active permitted solid waste transfer/processing facility located within the City's West Los Angeles wasteshed at 1908 Frank Street, Santa Monica, CA 90404. The facility is permitted for mixed municipal, industrial, and green material waste. Southern California Disposal and Recycling Co., Inc. is outreaching to local general freight trucking firms (NAICS code: 48411) to provide transport services for the City of Los Angeles municipal solid waste from their facility to disposal and/or processing sites designated by the City of Los Angeles.

Sincerely,

  
JAVIER L. POLANCO, Acting Division Manager  
Solid Resources Support Services  
Bureau of Sanitation, Department of Public Works



**EXHIBITS**

- EXHIBIT A - MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE  
(SCHEDULE A)**
- EXHIBIT B - INSURANCE REQUIREMENTS**
- EXHIBIT C - EQUAL BENEFITS ORDINANCE**
- EXHIBIT D - SLAVERY DISCLOSURE ORDINANCE**
- EXHIBIT E - NONDISCRIMINATION, EQUAL EMPLOYMENT,  
AFFIRMATIVE ACTION**
- EXHIBIT F - LIVING WAGE ORDINANCE**
- EXHIBIT G - CONTRACTOR RESPONSIBILITY ORDINANCE**
- EXHIBIT H - BUSINESS TAX REGISTRATION CERTIFICATE**
- EXHIBIT I - RESIDENCE INFORMATION**
- EXHIBIT J - NON-COLLUSION**
- EXHIBIT K - CONTRACT HISTORY**
- EXHIBIT L - MUNICIPAL LOBBYING ORDINANCE**
- 
- EXHIBIT M - FIRST SOURCE HIRING ORDINANCE**
- EXHIBIT N - PROCEDURES IN HANDLING UNPERMITTED WASTE**
- EXHIBIT O - FACILITY PERMITS**
- EXHIBIT P - SCHEDULE OF OPERATING PERMITS FOR THE LANDFILL**
- EXHIBIT Q - CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND  
FUNDRAISING RESTRICTIONS**

EXHIBIT A -

MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE  
(SCHEDULE A)

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**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

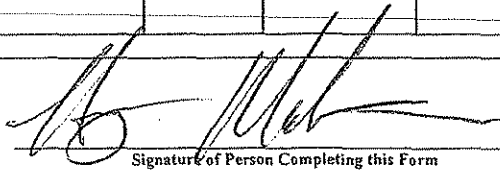
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title Transfer Transport and Disposal Service of City Waste

Proposer <u>Southern California Disposal Co.</u>	Address <u>2329 Delaware Ave Santa Monica, CA 90404</u>
Contact Person <u>Mike Matosian</u>	Phone/Fax <u>310/828-6444 / 310-829-9240</u>

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
<u>Ibanez PDA Ibanez Trucking. 1151 E. Kingsley Pomona, CA 91767 323-397-5523</u>	<u>Transport</u>	<u>MBE</u>		<u>377,854</u>
<u>Ibanez Trucking. 1531 E. Kingsley Pomona, CA 91767 323-353-2305</u>	<u>Transport</u>	<u>OBE</u>		<u>455,865</u>

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	<u>\$ 377,854</u>	<u>10.22%</u>
TOTAL WBE AMOUNT	<u>\$</u>	%
TOTAL SBE AMOUNT	<u>\$</u>	%
TOTAL EBE AMOUNT	<u>\$</u>	%
TOTAL DVBE AMOUNT	<u>\$</u>	%
TOTAL OBE AMOUNT	<u>\$ 455,865</u>	<u>12.33%</u>
BASE BID AMOUNT	<u>\$ 3,697,200</u>	

  
Signature of Person Completing this Form

Mike Matosian  
Printed Name of Person Completing this Form

Vice President                      3-27-2012  
Title    Date

**MUST BE SUBMITTED WITH PROPOSAL**

**EXHIBIT B -**

**INSURANCE REQUIREMENTS**

## Required Insurance and Minimum Limits

Name: SOUTHERN CALIFORNIA DISPOSAL & RECYCLING CO., INC.

Date: 09/23/2011

Agreement/Reference: TRANSFER, TRANSPORT, AND DISPOSAL SERVICES OF CITY WASTE

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)** WC Statutory  
EL \$1,000,000

Waiver of Subrogation in favor of City  Longshore & Harbor Workers  
 Jones Act

**General Liability** \$5,000,000

Products/Completed Operations  Sexual Misconduct  
 Fire Legal Liability

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$2,000,000

**Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period 12 Months After Completion of Work or Date of Termination

**Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_

All Risk Coverage  Boiler and Machinery  
 Flood  Builder's Risk  
 Earthquake

**Pollution Liability** \_\_\_\_\_

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

**Crime Insurance** \_\_\_\_\_

**Other:** Provided to Nicoeta Serbanescu, Sanitation

1)If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2)In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB International 6701 Center Dr. West Suite 1500  Los Angeles CA 90045		<b>CONTACT NAME:</b> Rick Droge <b>PHONE (A/C, No, Ext):</b> 3105685900 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> rick.droge@hubinternational.com															
<b>INSURED</b> Southern California Disposal & Recycling P. O. Box 25666  Los Angeles CA 90025		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B : Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER C : State Compensation Insurance Fund of CA</td> <td>35076</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Great Divide Insurance Company	25224	INSURER C : State Compensation Insurance Fund of CA	35076	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : State Compensation Insurance Fund of CA	35076																
INSURER D :																	
INSURER E :																	
INSURER F :																	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> <input checked="" type="checkbox"/>	ECPO150992012	05/11/2012	05/11/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	BAP150991912	05/11/2012	05/11/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		FFX151063912	05/11/2012	05/11/2013
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> <input checked="" type="checkbox"/>	93000005611	05/25/2012	05/25/2013	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Approval Number #900724. The City of Los Angeles, Its officers, agents, employees, assigns and successors are named as additional insured

<b>CERTIFICATE HOLDER</b>  City of Los Angeles and all of its Agencies, Boards and Departments 200 North Main Street City Hall East, Suite 1240 Los Angeles CA 90012	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Rick Droge
---	--



CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. Track4LA<sup>®</sup> is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA<sup>®</sup> advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access Track4LA<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however ***submissions other than through Track4LA<sup>®</sup> will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. ~~If the policy includes an automatic or blanket additional insured endorsement, the Certificate must~~ state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking Track4LA<sup>®</sup>, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through Track4LA<sup>®</sup> at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

Attach to:  
CAO# 901887



HCC

American Contractors Indemnity Company  
601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017  
main 310 649 0990 facsimile 310 649 0416

Continuation Certificate

Bond Number	Bond Description	Effective Date	Expiration Date
299638	CONTRACT	07/20/2011	07/20/2012

Principal:  
Southern California Disposal Company  
2329 Delaware Avenue  
Santa Monica, CA 90404

Obligee:

Bureau of Sanitation  
1149 Broadway, Suite 800  
Los Angeles, CA 90015

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 27th DAY OF October, 2011

AMERICAN CONTRACTORS INDEMNITY COMPANY

*Paul Solomon*

Paul Solomon, Attorney-in-fact

Agent:

Hub International Insurance Services, Inc.  
6701 W. Center Drive, Suite 1500  
Los Angeles, CA 900145

EXHIBIT C -

EQUAL BENEFITS ORDINANCE

EBO WAIVER

CITY OF LOS ANGELES  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2777

**EQUAL BENEFITS ORDINANCE AWARDDING AUTHORITY REQUEST FOR WAIVER**

Company Name: SOUTHERN CALIFORNIA DISPOSAL & RECYCLING CO., INC Phone: 310-828-6444  
Company Address: PO Box 25669, Los Angeles  
City: LOS ANGELES State: CA Zip: 90025 EIN/TIN \_\_\_\_\_  
Contract Number (if any): \_\_\_\_\_  
Contract Term - Start Date: TO BE DETERMINED End Date: TO BE DETERMINED  
Contract Amount: \_\_\_\_\_  
Type of Service: sole source contract for TRANSFER, TRANSPORT, AND DISPOSAL SVCS. OF CITY WASTE.

**SECTION 1. BASIS FOR REQUEST FOR WAIVER FROM EQUAL BENEFITS ORDINANCE**

List all code section(s) on which this request for waiver is based. Cite all sections that may apply.

10.8.2.1 (c)(1)(b) SOLE SOURCE  
This contract is for 1) services available from only one prospective contractor and 2) the prospective contractor is otherwise qualified and acceptable to the CITY

**SECTION 2. REASON FOR WAIVER**

PLEASE SEE MEMO ATTACHED AND LETTER FROM CONTRACTOR

Attach a memorandum detailing:

- (1) Why the waiver is being requested.
- (2) The facts and circumstances that support your determination that the contract meets all the criteria required in the code section(s) listed above.
- (3) The steps taken to find an entity that complies with the Equal Benefits Ordinance (EBO).

**SECTION 3. SUBMIT REQUEST FOR WAIVER**

Submit this request for waiver and all documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) at the address referenced above. The OCC will make a determination within seven (7) working days of receipt of a request for waiver and all supporting documentation.

Name of contact person: ROWENA ROMANO Title: ENV. ENGR. ASSC II  
Department: PW/SANITATION/SRSSD Phone: 213-485-3626  
Signature: [Signature] Date: 9/06/2011

An approved waiver is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.

FOR OCC USE ONLY	
<input type="checkbox"/>	Not Approved. (See attached memorandum for explanation.)
<input checked="" type="checkbox"/>	Approved based on code section(s): <u>10.8.2.1 (c)(b)</u>
Analyst: <u>KIM FITZPATRICK (23)</u>	Date: <u>11/21/11</u>

EXHIBIT D -

SLAVERY DISCLOSURE ORDINANCE

---



**SDO EXEMPTION**

**CITY OF LOS ANGELES**

Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 Fax: (213) 847-2777

**SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION**

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. **The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.**

**Section 1: Awarding Department**

Name of contact person: ROWENA ROMARRO Title: ENV. ENGR. ASSC II  
Department: W/ SANITATION / SRSSA Phone: 213-485-3626  
Signature: [Signature] Date: 10/06/2011

**Section 2: Contractor and Contract Information**

Company Name: SOUTHERN CALIFORNIA DISPOSAL & RECYCLING Federal ID #:  
Company Address: PO BOX 25669  
City: LOS ANGELES State: CA Zip: 90025  
Purpose: SOLE SOURCE CONTRACT FOR TRANSFER, TRANSPORT, AND DISPOSAL SVC. OF CITY WASTE BAVN Contract ID:  
Start Date: TO BE DETERMINED End Date: TO BE DETERMINED Amount: 000

**Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.**

- The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source. PLEASE SEE MEMO ATTACHED AND LETTER FROM CONTRACTOR.
- The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY	
Approved: <input checked="" type="checkbox"/> <u>SINGLE SOURCE</u>	Not Approved. (See attached memorandum.)
OCC Analyst: <u>KIM FITZPATRICK</u> <u>[Signature]</u>	Date: <u>11/21/11</u>

**THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL**

Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(7).

EXHIBIT E -

NONDISCRIMINATION, EQUAL EMPLOYMENT, AFFIRMATIVE  
ACTION

Completed by contractor on LABAVN.

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## Southern California Disposal

Company Information	
ID	38964
Name:	Southern California Disposal
Address:	1837 24th ST Santa Monica, CA 90404

File Name	Date Uploaded	Status	Date Verified	EEOE Verification
Affirmative Action				
AffirmativeAction12.10.12	12/10/2012	Verified	12/13/2012	
Equal Benefits Ordinance				
Not Uploaded				
First Source Hiring Ordinance				
Not Uploaded				
Non-discrimination/Equal Employment Practices Provisions				
NonDiscrim.12.10.12	12/10/2012	Verified	12/13/2012	
Slavery Disclosure Ordinance				
Not Uploaded				
Slavery Disclosure Ordinance (Indefinite Application)				
Not Uploaded				

LA BAVN is NOT responsible for the timeliness or accuracy of this data. If in doubt, please contact the opportunity's agency of record for additional information.  
 © 2002-2012 City of Los Angeles Developed by the City of Los Angeles, Information Technology Agency

EXHIBIT F -

LIVING WAGE ORDINANCE

# LWO – DEPARTMENTAL DETERMINATION FORM

## REQUIRED DOCUMENTATION FOR ALL CONTRACTS

This form will aid Awarding Departments with determining whether or not a contract is subject to the LWO. It must be completed by the AWARDING DEPARTMENT and submitted to the Office of Contract Compliance AFTER THE CONTRACT HAS BEEN EXECUTED. INCOMPLETE SUBMISSIONS WILL BE RETURNED. Please refer to the endnotes for more details.

AWARDING DEPARTMENT INFO				
Dept: <u>PW/SANITATION</u>		Contract Administrator: <u>Rowena Roman</u> Contact Phone: <u>213-485-3626</u> MS# <u>521</u>		
CONTRACT INFO				
Contractor Name: <u>SOUTHERN CALIFORNIA DISPOSAL &amp; RECYCLING CO., INC</u>		Contract # <u>-</u>		
Contractor Address: <u>PO BOX 25669</u>		City: <u>LOS ANGELES</u> State: <u>CA</u> Zip: <u>90025</u>		
Project/Contract Name: <u>Sole Source Contract for TRANSFER, TRANSPORT, AND DISPOSAL SVS. OF CITY WASTE</u>				
Purpose of Contract: <u>TRANSFER, TRANSPORT, DISPOSAL SVS. OF CITY WASTE</u>				
Contract Amount: \$ <u>-</u>		Term: Start Date <u>TO BE DETERMINED</u> End Date <u>TO BE DETERMINED</u>		
SECTION I: DETERMINING APPLICABILITY TO LWO				
1 Check off <b>ONE</b> box that best describes the contract, then Continue to #2: This is a <input checked="" type="checkbox"/> New Contract <input type="checkbox"/> Contract Amndmt # <u>--</u>				
2 If you checked off "New Contract" above, SKIP to Question #5 to determine whether this New contract is subject to the LWO.				
3 If you checked off "Contract Amendment" Please answer the following questions about the original contract:				
a Was the original contract subject to the LWO?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
b Was the original contract approved for an exemption?		<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please note what type of exemption it received:		
4 If you checked off YES to 3a OR 3b, THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC. If you checked off NO to 3a AND 3b, Continue to #5 to determine whether this Contract Amendment is subject to the LWO.				
5 Check off <b>ONE</b> box in Parts A, B, C or D below that best describes the contract, then Continue to #6:				
These are contracts NOT SUBJECT, NOT APPLICABLE to LWO:		These contracts MAY or MAY NOT BE SUBJECT, or MAY or MAY NOT BE APPLICABLE to LWO:		
PART A		PART B	PART C	PART D
<input type="checkbox"/> Service contract that is less than 3 months <u>OR</u> \$25,000 or less <sup>1</sup> <input type="checkbox"/> Other governmental entity <sup>2</sup> <input type="checkbox"/> Purchase or rental of goods, equipment, property <sup>3</sup> <input type="checkbox"/> Construction contract <sup>4</sup> <input type="checkbox"/> Funded by Business Improvement District (BID) assessment money <sup>5</sup> <input type="checkbox"/> Financial assistance is below <u>both</u> LWO CFAR thresholds: <sup>6</sup> (a) Financial assistance must be less than \$1 Million in a 12-month period <u>AND</u> (b) Is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).		<input checked="" type="checkbox"/> Service contract that is at least 3 months AND over \$25,000.	<input type="checkbox"/> Public leases or licenses	<input type="checkbox"/> City Financial Assistance Recipient (CFAR) <sup>7</sup>
6 If you checked off any box in Part A - THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC.				
7 If you checked off a box in Part B or C, SKIP TO #9.				
8 If you checked off the box in Part D, SKIP TO #13.				
9 If you have a service contract, answer questions a, c and d ONLY, then Continue to #10. If you have a public lease/license, answer questions b, c and d ONLY, then Continue to #10.				
a Are some of the services rendered by employees whose work site is on property owned by the City?		YES	NO	
b Are the services rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities)?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c Could the services feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
d Has the DAA determined in writing that coverage would further the proprietary interests of the City?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10 If you checked off <b>ANY boxes</b> in the YES column, this contract is <b>APPLICABLE TO THE LWO</b> (it is <b>SUBJECT</b> ). Continue onto SECTION II. Otherwise, continue to #11.				
11 You <b>DID NOT</b> check off <b>ANY boxes</b> in the YES column. This contract is <b>NOT APPLICABLE TO THE LWO</b> (it is <b>NOT SUBJECT</b> ). Fill and submit <u>LW-10</u> , OCC Exemption Application for approval prior to contract execution found here: <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a> , then Continue to #12.				
12 Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE – Once the contract has been executed, SUBMIT LW-1, Page 1 ONLY and the APPROVED EXEMPTION FORM TO OCC. If NO, Continue onto SECTION IV.				
13 Answer the following question to determine whether the CFAR is subject to the LWO, then Continue to #14.				
a Does the agreement intend to promote economic development?		YES	NO	
		<input type="checkbox"/>	<input type="checkbox"/>	
14 If you checked off NO this contract is <b>NOT APPLICABLE TO THE LWO</b> (it is <b>NOT SUBJECT</b> ). PLEASE SUBMIT PAGE 1 ONLY TO OCC. Otherwise, Continue to Question #15.				
15 Answer the following questions to determine whether the CFAR is subject to the LWO:				
a Is the Financial Assistance given in a 12-month period and above \$1 Million?		YES	NO	
b Is the Financial Assistance \$100,000 or more on a continuing basis?		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
16 If you checked off <b>ANY boxes</b> in the YES column, this contract is <b>APPLICABLE TO THE LWO</b> (it is <b>SUBJECT</b> ). Continue onto SECTION II. Otherwise, this contract is <b>NOT APPLICABLE TO THE LWO</b> (it is <b>NOT SUBJECT</b> ). PLEASE SUBMIT PAGE 1 ONLY TO OCC.				

<b>SECTION II: CONTRACTS APPLICABLE/SUBJECT TO THE LWO</b>																								
<b>1</b> Your contract is applicable/subject to the LWO. However, it may be eligible for an exemption. Check off <b>ONE</b> box in Parts A, B, or C that best describes the contract that <b>MAY</b> be eligible for an exemption, then Continue to the stated part in the corresponding right column found in SECTION III.																								
<b>PART A SERVICE CONTRACTS ONLY</b>	<b>PART B PUBLIC LEASES OR LICENSES ONLY</b>	<b>PART C CITY FINANCIAL ASSISTANCE RECIPIENTS ONLY</b>																						
<input type="checkbox"/> One-person contractor <sup>8</sup> <b>D</b>  <input type="checkbox"/> 501(c)(3) non-profit organization <sup>9</sup> <b>D</b>  <input type="checkbox"/> Grant-Funded Services <sup>10</sup> <b>A</b>  <input type="checkbox"/> Occupational license required <sup>11</sup> <b>B</b>  <input type="checkbox"/> Collective bargaining agreement with LWO supersession language <sup>12</sup> <b>B</b>	<input type="checkbox"/> Collective bargaining agreement w/ supersession language <sup>13</sup> <b>B</b>  <input type="checkbox"/> Small Business <sup>14</sup> <b>C</b>	<input type="checkbox"/> Collective bargaining agreement w/ supersession language <sup>15</sup> <b>B</b> <input type="checkbox"/> 501(c)(3) non-profit organization <sup>16</sup> <b>D</b> <div style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">PART C - Continued</div> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">If you did not check off any boxes above, continue to answer the following questions:</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="width: 5%;">a</td> <td>Is the contractor a City financial assistance recipient (CFAR) in the first year of operation?<sup>17</sup></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>b</td> <td>Is the contractor a CFAR with less than five (5) employees?<sup>18</sup></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>c</td> <td>Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver?<sup>19</sup></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>d</td> <td>Does the contractor have employees who spend less half of their time on the City funded project or the employees of its service contractor?<sup>20</sup></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>			If you did not check off any boxes above, continue to answer the following questions:		YES	NO	a	Is the contractor a City financial assistance recipient (CFAR) in the first year of operation? <sup>17</sup>	<input type="checkbox"/>	<input type="checkbox"/>	b	Is the contractor a CFAR with less than five (5) employees? <sup>18</sup>	<input type="checkbox"/>	<input type="checkbox"/>	c	Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver? <sup>19</sup>	<input type="checkbox"/>	<input type="checkbox"/>	d	Does the contractor have employees who spend less half of their time on the City funded project or the employees of its service contractor? <sup>20</sup>	<input type="checkbox"/>	<input type="checkbox"/>
If you did not check off any boxes above, continue to answer the following questions:		YES	NO																					
a	Is the contractor a City financial assistance recipient (CFAR) in the first year of operation? <sup>17</sup>	<input type="checkbox"/>	<input type="checkbox"/>																					
b	Is the contractor a CFAR with less than five (5) employees? <sup>18</sup>	<input type="checkbox"/>	<input type="checkbox"/>																					
c	Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver? <sup>19</sup>	<input type="checkbox"/>	<input type="checkbox"/>																					
d	Does the contractor have employees who spend less half of their time on the City funded project or the employees of its service contractor? <sup>20</sup>	<input type="checkbox"/>	<input type="checkbox"/>																					
<b>2</b> If you did NOT check off any box above in Part A or Part B, this contract IS NOT eligible for an exemption. Continue onto SECTION IV.		If ANY boxes are checked YES, Continue onto SECTION III-A. If you checked off NO to ALL boxes, Continue onto SECTION IV.																						
<b>SECTION III: CONTRACTS NOT SUBJECT / CONTRACTS ELIGIBLE FOR EXEMPTIONS</b>																								
<b>1</b> Your contract MAY be eligible for an exemption that may be requested by your Department OR the Contractor PRIOR TO CONTRACT EXECUTION as indicated below:																								
<b>TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY – REQUIRES OCC APPROVAL</b>																								
Fill out the form in the right-hand column below, send it to OCC for final approval (DO NOT send LW-1), and then Continue to #2 in this Section.																								
<b>A</b>	Grant Funded Services CFAR	LW 10 – OCC Exemption Form ONLY <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>																						
<b>TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES OCC APPROVAL</b>																								
Have the contractor fill out the forms in the right-hand column below and have them submit it to your department for further review. Once the form is complete, send it to OCC for final approval (DO NOT send LW-1), and then Continue to #2 in this Section.																								
<b>B</b>	Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form AND LW 18 – Subcontractor Information Form (SIF) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>																						
<b>C</b>	Small Business	LW 26 – OCC Small Business Exemption Form (English) OR LW 26 – OCC Small Business Exemption Form (Spanish): <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>																						
<b>TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES AWARDING DEPARTMENT APPROVAL</b>																								
Have the contractor fill out the forms in the right-hand column below and have them submit it to your department for further review. Once an approval/non-approval has been made by your department, Continue to #2 in this Section.																								
<b>D</b>	One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form AND LW 18 – Subcontractor Information Form (SIF) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>																						
<b>2</b> Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE –SUBMIT PAGES 1 and 2 of LW-1 and the APPROVED EXEMPTION FORM TO OCC once the contract has been executed. If NO, Continue onto SECTION IV.																								
<b>SECTION IV: CONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)</b>																								
<b>1</b> Your contract IS SUBJECT TO THE LWO AND NOT ELIGIBLE FOR EXEMPTIONS. Have the contractor fill out the two (2) corresponding forms below and submit them (and forms from any of their subcontractors subject to the LWO) to your department for further review. Once these forms are complete, Continue onto #2 in this Section.																								
Employee Information Form (EIF) Subcontractor Information Form (SIF)		LW 6 – Employee Information Form AND LW 18 – Subcontractor Information Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>																						
<b>2</b> THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGES 1, 2, EIF and SIF TO OCC once the contract has been executed.																								

## LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

### OCC DETERMINATION/APPROVAL REQUIRED

**This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

<b>CONTRACTOR INFORMATION:</b>
1. Company Name: <u>SOUTHERN CALIFORNIA DISPOSAL &amp; RECYCLING CO., INC.</u> Phone Number: _____
2. Company Address: <u>PO BOX 25669, LOS ANGELES, CA, 90025</u>
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: <u>TRANSFER, TRANSPORT AND DISPOSAL SVS. OF CITY WASTE</u>

NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input checked="" type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.

EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	

TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.

TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City  AND Copies of each of these employees' occupational licenses.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person (Contractor) Completing This Form	Signature of Person (Contractor) Completing This Form
Title	Date
Phone #	

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:	
Dept: <u>PW / SANITATION</u> Dept Contact: <u>ROWENA ROMANO</u> Contact Phone: <u>213-485-3628</u> Contract #: _____	

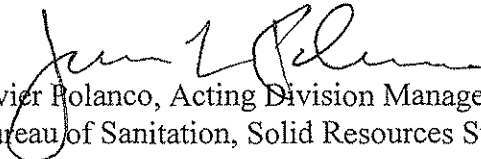
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	Date: _____
By OCC Analyst: _____	

CITY OF LOS ANGELES  
INTER-DEPARTMENTAL CORRESPONDENCE

**DATE:** October 27, 2011

**TO:** Office of Contract Compliance, Bureau of Contract Administration

**CC:** Shari Kuroki, Centralized Contract Unit, Bureau of Sanitation

**FROM:**   
Javier Polanco, Acting Division Manager  
Bureau of Sanitation, Solid Resources Support Services Division

**SUBJECT:** Request for Living Wage Ordinance Exemption for Southern California Disposal & Recycling Co, Inc. Sole Source Contract for transfer, transport, and disposal services of City waste

The Solid Resources Support Services Division, Bureau of Sanitation requests that the sole source contract with Southern California Disposal & Recycling Co, Inc. be exempted from the Living Wage Ordinance requirements.

Scope of Services and Justification for Request for Living Wage Ordinance Exemption

The Sole Source Contract with Southern California Disposal & Recycling Co., Inc. (Contractor) will entail the acceptance, transferring, and hauling of solid waste commodities (refuse, yard trimmings, and bulky items) from the City of Los Angeles West Los Angeles wasteshed to City designated final disposal facilities.

The City's West Los Angeles wasteshed is uniquely remote from the City-owned transfer facility or the City-contracted landfill. The City's West Los Angeles District Yard is 14 miles from the City-owned Central Los Angeles Recycling & Transfer Station (CLARTS), and 23 miles from the City-contracted landfill (Republic Sunshine Canyon Landfill). The Contractor's facility thus provides convenient and contingent transfer and hauling services for the West Los Angeles wasteshed.

The Contractor is identified as the sole available permitted active service provider in the City's West Los Angeles wasteshed having the capacity to provide convenient and contingent services to this wasteshed. Since there are no other facilities in the area with similar abilities to meet the City's need, a sole source contract will be implemented for these essential services. Furthermore, the City has previously contracted with the Contractor, and the Contractor has diligently provided continuous, timely, accountable, and responsible transferring and hauling services for the West Los Angeles wasteshed to designated facilities.

This is a service contract. However, 1) the services are rendered by employees whose work site are not on property owned by the City and 2) because of the sole source nature, the services could not be feasibly performed by City employees even if the awarding authority had the requisite



financial and staffing resources.

In consequences, the Solid Resources Support Services Division, Bureau of Sanitation requests that the contract with Southern California Disposal & Recycling Co., Inc. be exempted from the Living Wage Ordinance requirements, the contract not being subject to the Living Wage Ordinance.

Should you have any questions please contact Rowena Romano at (213) 485-3626.

JP/ns

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[www.SCDisposal.com](http://www.SCDisposal.com)

**SOUTHERN CALIFORNIA DISPOSAL & RECYCLING CO., INC.**

P.O. Box 25669 • Los Angeles, CA 90025 • 310.828.6444 • Fax 310.829.9240

November 19, 2010

Bemadette Halverson  
Environmental Engineer  
City of Los Angeles  
Bureau of Sanitation  
1149 South Broadway, Suite 800  
Los Angeles, CA 90015

RE: Exemption Letter for Transfer/Processing Services of Solid Waste in the West Los Angeles Wasteshed

To The City of Los Angeles Bureau of Sanitation, Solid Resources Support Service Division:

Southern California Disposal & Recycling Co., Inc. is committed to providing continued proper and responsible transferring/processing and hauling services to the City of Los Angeles in the West Los Angeles wasteshed.

Southern California Disposal & Recycling Co., Inc. is an active and permitted solid waste transfer/processing facility located within the City's West Los Angeles wasteshed. The facility is located at 1908 Frank Street, Santa Monica, CA 90404, which is conveniently located about two miles west of the West Los Angeles Collection District Yard located at 2027 Stoner Avenue, Los Angeles CA, 90025.

Southern California Disposal & Recycling Co., Inc. is permitted for 1,056 tons per day and currently operates at about 70% daily throughput capacity. The facility is permitted for mixed municipal, industrial, and green material waste. As a current customer, the City currently utilizes our services to transfer/process and haul approximately 290 tons per day of refuse, green material, and bulky item waste. Our current contract with the City (C-109961) will terminate on June 30, 2011, and there are no renewal options.

There is currently one other large-sized transfer/processing facility in the West Los Angeles wasteshed. However this facility, the Santa Monica Transfer Station, is scheduled to be out of service within the next six months, and thus will not be able to provide similar services to the City.

We are therefore expressing continuation of our services through a sole-source offer, we are the conveniently located, fully permitted facility with the capacity and capability of providing for the City's needs in the West Los Angeles wasteshed.

Bernadette Halverson  
Page 2  
November 19, 2010

This commitment is only achieved by exercising the transfer/processing and hauling services exclusively offered by Southern California Disposal & Recycling Co., Inc.

Please contact me for further clarification and to answer any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Mitosian', with a long horizontal flourish extending to the right.

Mike Mitosian, Vice President  
Southern California Disposal & Recycling Co., Inc.  
(310) 828-6444

cc: Javier Polanco, Bureau of Sanitation SRSSD Acting Division Manager

EXHIBIT G -

CONTRACTOR RESPONSIBILITY ORDINANCE

**CRO EXEMPTIONS**

**CITY OF LOS ANGELES**  
 Department of Public Works, Bureau of Contract Administration  
 Special Research & Investigation Section  
 1149 S. Broadway, Suite 300 - Los Angeles, CA 90015  
 Phone: (213) 847-1922  
 Mail Stop 480

**AWARDING AUTHORITY REQUEST FOR EXEMPTION FROM  
 CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE AND POSTING REQUIREMENTS**

The Department of Public Works, Bureau of Contract Administration, Special Research & Investigation Section (SRIS) administers the Contractor Responsibility Ordinance (CRO) as it applies to service agreements. Unless exempted, a service agreement is subject to all requirements the CRO if it is for \$25,000 or more, and is at least three months in duration.

**SECTION 1. INFORMATION ABOUT PROPOSED AGREEMENT**

**A. Proposed Agreement**

RFP/RFQ/RFB or Contract # (if any):          Amount: \$           
 Term - Start Date: TO BE DETERMINED End Date: TO BE DETERMINED  
 Type of Service: SOLE SOURCE CONTRACT FOR TRANSFER, TRANSPORT, AND DISPOSAL  
 SERVICES OF CITY WASTE.

**B. Awarding Department**

Name of contact person: ROWENA ROMANO Title: ENV. ENGR. ASSC II  
 Department: PW/SANITATION / SRSSS Phone: 213-485-3626  
 Signature: [Signature] Date: 10/06/2011

**C. Contractor Information (If known):**

Company Name: SOUTHERN CALIFORNIA DISPOSAL & RECYCLING CO., INC.  
 Company Address: PO BOX 25669  
 City: LOS ANGELES State: CA Zip: 90025

**SECTION 2. BASIS FOR REQUEST FOR WAIVER FROM QUESTIONNAIRE AND POSTING REQUIREMENTS**

Check below the basis for the request for exemption from the CRO. Submit the completed application to the Contractor Enforcement Section. An approval exempts the proposed agreement only from the CRO's Questionnaire and Posting requirement. The contract remains subject to all other CRO requirements.

Exigent circumstances: The Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted. Attach a memo explaining the circumstances and the financial loss or the adverse impact that would result.

Services are proprietary or available only from a single source. Attach a memo explaining why the services are proprietary or available only from a single source. If applicable, explain what efforts have been made to identify any other potential provider of the service. PLEASE SEE MEMO ATTACHED AND LETTER FROM CONTRACTOR.

Contract awarded in accordance with one of the following. Attach a memo explaining the circumstances of the applicable Charter Section.

- Charter Section 371(e)(5) - Urgent necessity.
- Charter Section 371(e)(6) - War, or national, state, or local emergency.
- Charter Section 371(e)(7) - Equipment repairs or parts obtained from manufacturer or exclusive agent.
- Charter Section 371(e)(8) - Cooperative arrangements with other governmental agencies.

New contract entered into as a result of an Invitation for Bid (IFB) released prior to September 4, 2001. An IFB includes a RFB, RFP, RFQ, and any other procurement process. A contract not covered by the CRO on this basis becomes subject to the CRO if it is amended after September 4, 2001. Fill in the information below:

Date IFB released:          Date contract executed:          Date work on contract began:           
 Has there been an amendment to this contract since September 4, 2001? Yes  No

<b>FOR SRIS USE ONLY</b>	
Approved: <u>[Signature]</u>	Not Approved. (See attached memorandum.)
Analyst: <u>P.C.P.</u>	Date: <u>11/19/11</u>

EXHIBIT H -

BUSINESS TAX REGISTRATION CERTIFICATE

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CITY OF LOS ANGELES  
 Office of Finance  
 P.O. Box 53200  
 Los Angeles CA 90053-0200

OFFICE OF FINANCE

Fax: 2139781548

Oct 25 2011 08:57am P001/002

SOUTHERN CALIFORNIA DISPOSAL CO INC  
 WLA DISPOSAL/SANTA MONICA  
 DISPOSAL/MCCRAW BROS BIRRDEN

POST OFFICE BOX #25666  
 LOS ANGELES, CA 90025-0666

2329 DELAWARE AVENUE  
 SANTA MONICA, CA 90404-4914

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS  
**CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE**  
 THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED  
**BUSINESS TAX** ISSUED: 10/29/2011

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
000658520-0051-0	L046	Miscellaneous Services	01/07/1993	Active

SOUTHERN CALIFORNIA DISPOSAL CO INC  
 WLA DISPOSAL/SANTA MONICA DISPOSAL/MCCRAW BROS R  
 2329 DELAWARE AVENUE  
 SANTA MONICA, CA 90404-4914  
 POST OFFICE BOX #25666  
 LOS ANGELES, CA 90025-0666

ISSUED BY:  
*Christina E. Christensen*  
 DIRECTOR OF FINANCE

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EXHIBIT I -

RESIDENCE INFORMATION

See attached list of employees who are residents of the City of Los Angeles

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Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: SOUTHERN CALIFORNIA DISPOSAL CO.

I. Corporate or Main Office Address:

2329 DELAWARE AVENUE

SANTA MONICA

CA 90404

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II Total Number of Employees in Organization: 25

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

9 and 36 %

---

EXHIBIT J -

NON-COLLUSION

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, HAIG MATOSTAN, depose and say that I am

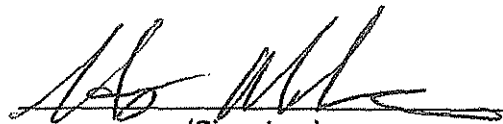
VICE PRESIDENT of SOUTHERN CALIFORNIA DISPOSAL CO.  
2329 Delaware Avenue  
Santa Monica, CA 90404  
(“President”, “Vice President”, etc.) (Name and Address of Organization)

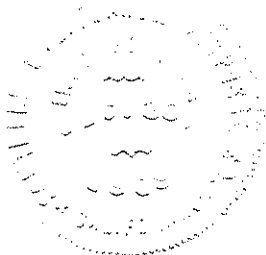
who submits this proposal to the City of Los Angeles Personnel Department, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: October 26, 2011 at Santa Monica, California  
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct

  
(Signature)



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EXHIBIT K -

CONTRACT HISTORY

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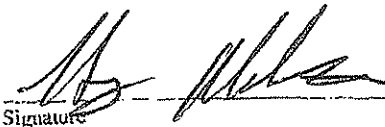
## CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

<u>DATE OF CONTRACT</u>	<u>SERVICE PROVIDED</u>	<u>(NOTE A) CONTRACT AMOUNT</u>	<u>CONTRACT NUMBER</u>
9/29/99	SOLID WASTE TRANSFER AND DISPOSAL	6493601	57266
6/08/2006	SOLID WASTE TRANSFER AND DISPOSAL	9329349	C109961

NOTE A - CONTRACT AMOUNT WAS CALCULATED ON THE BASIS OF AMOUNT BILLED DURING THE CONTRACT TERM.

SOUTHERN CALIFORNIA DISPOSAL CO.  
Name of Organization

  
Signature

HAIG MATOSIAN  
Print Name

Vice President  
Title

October 26, 2011  
Date

---

EXHIBIT L -

MUNICIPAL LOBBYING ORDINANCE



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 878-1960

## Bidder Certification CEC Form 50

Bid/Contract Number: N/A Department: PUBLIC WORKS / BUREAU OF SANITATION

Name of Bidder: SOUTHERN CALIFORNIA DISPOSAL CO. Phone: (310) 828-6444

Address: 2329 DELAWARE AVENUE SANTA MONICA, CA 90404

Email: MIKE@SCDISPOSAL.COM

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: October 26, 2011 Signature: [Handwritten Signature]

Name: HAIK MATOSIAN

Title: Vice President

*Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.*

EXHIBIT M -

FIRST SOURCE HIRING ORDINANCE



**FIRST SOURCE HIRING ORDINANCE (FSHO)**  **FORM: FSHO-X**  
**Departmental Application for Exemption** **CITY OF LOS ANGELES**

Awarding Departments: Please complete and submit this form to Attn: EEOE, VIA FAX at (213) 847-2777 or SCAN/EMAIL to becky.baibuena@lacity.org for review and approval.

**SECTION I. AWARDING DEPARTMENT/BID INFORMATION**

Dept: PW/Sanitation Contact Person: ROWENA ROMANO Phone#: 213-485-3626 Email: Rowena.Romano@lacity.org  
 Project Title (as listed in bid): COV. AGREEMENT BETWEEN CITY OF LA AND SOUTHERN CALIF. DISPOSAL & RECYCLING CO, INC. BAVN Company ID: \_\_\_\_\_

**SECTION II. CONTRACTOR INFORMATION**

Name of Contractor: SOUTHERN CALIFORNIA DISPOSAL & RECYCLING CO, INC. Contractor Phone#: 310-828-6464  
 Designated Contractor Contact Person: MIKE MATOSIAN Email: MIKE@SCDISPOSAL.COM  
 Street Address: PO BOX 25669, Los Angeles Federal ID (FEIN): \_\_\_\_\_  
 City: LOS ANGELES State: CA Zip: 90025 Business Tax Registration Code (BTRC): \_\_\_\_\_

**SECTION III. EXEMPTION INFORMATION**

I am applying for this type of exemption (please use the same description you checked off on FSHO-D) then continue to Section IV.

Description: CONTRACTS WHERE THE SERVICES ARE AVAILABLE ONLY FROM A SINGLE SOURCE.

**SECTION IV. EXPLANATION FOR EXEMPTION REQUEST**

Please provide a detailed explanation of why this contract should be exempt from the FSHO. Attach additional sheets if necessary, then continue to Section V. You may also attach an Interdepartmental Memo in lieu of filling Section IV. BCA may require additional documentation to supplement this form.

PLEASE FIND ATTACHED  
 INTERDEPARTMENTAL MEMO AND  
 LETTER FROM CONTRACTOR

**SECTION V. AWARDING DEPARTMENT SIGNATURE (To be completed by Awarding Department)**

Submit this request for exemption and all supporting documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC). The OCC will make a determination within seven (7) working days of receipt of a request for exemption and all supporting documentation.

[Signature] 10/06/2011 ROWENA ROMANO  
 Department Contact Signature • Print Name/Date •

An approved exemption is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.

**SECTION VI. BCA INFORMATION (To be completed by BCA/OCC)**

NOT APPROVED (see attached memorandum for explanation).  
 APPROVED based on Code Sections: 10.44.9 (f)

[Signature] 11/21/11  
 OCC Analyst Signature Date

EXHIBIT N -

PROCEDURES IN HANDLING UNPERMITTED WASTE

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impact limits. Additionally, no noise complaints are known to have been made regarding equipment engine noise or any other noise originating from similar operations in the general area.

**Table 2 - Decibel Values for Station Equipment.**

NOISE GENERATOR	Max dBA SPL	DISTANCE
Tractor-trailer	82	15 feet
Collection Vehicle	80	15 feet
Roll-off	85	15 feet
Skip Loader	70	15 feet
Compactor	75	15 feet
Supervisor's whistle	80	15 feet

## 5.0. LITTER AND VECTOR CONTROL AND EMERGENCY PROCEDURES

Litter control is primarily accomplished via the partial enclosure of the tipping floor by push walls on three sides. Prevailing south-westerly winds do not blow into the east-facing open side of the tipping area and occasional north-easterly Santa Ana's are trapped by the walls on the other three sides of the transfer area. Any lightweight waste that somehow leaves the transfer area and escapes the yard is gathered from adjacent grounds and surrounding streets and gutters by the litter picking crew at the end of daily operations. A litter control plan has been developed, and is included in *Appendix B*.

A trailer covering program is used to mitigate the possibility of litter being blown out of the transfer vehicles. Each trailer is fitted with a specially fitted tarp hydraulically-actuated enclosure screen assembly that seals the trailer from wind and precipitation. The assembly is kept closed on SCD transfer-trailers at all times, except when loading. Other collection vehicles are to comply with appropriate State regulations.

Vector control is accomplished primarily by proper and sanitary housekeeping. This activity includes keeping the entire area swept clean and cleaning off the tipping floor at the end of each shift. Additionally, rodent traps may be placed at strategic locations; however, there is currently no evidence of any potential rodent or insect control problems in or near this facility, especially considering that a reputable exterminator is located adjacent to the SCD facility. For vector inspection and control purposes, specialists at Dewey Pest Control are on call, and can quickly respond to any potential problems in this area.

Odor control is managed by the immediate transfer of any materials noticed to be particularly foul, and by proper and sanitary housekeeping which includes daily cleaning of the facility. In addition, an odor and dust suppression misting system has been installed as detailed in Section 5.4.

Emergency procedures for the possibility of receiving hazardous waste at the facility, equipment breakdown and fire are summarized separately below. Emergency operation of the facility during a power outage employs the use of a portable generator to power portable emergency lighting on the tipping floor and circulation areas as well as to power the scales and computer weighing system. Odors and dust will be controlled during an emergency power failure by hand applying the same odor product used in the misting system to incoming loads with portable Hudson sprayers.

Dust control is exercised as another basic housekeeping procedure. Any loads noticed to have unusually low moisture content or indicated by the driver to contain dry soil or other dusty materials are lightly sprayed during dumping so that dust will not be created in pushing the material on the tipping floor or emptying into the transfer trailer in the pit below. In addition, a dust suppression misting system has been installed as detailed in Section 5.4. At no time will any part of the waste be allowed to become saturated with water, and no runoff water will be created as the added water is absorbed into the waste. Workers are required to wear dust masks in order to minimize potential health risks associated with dusty environments.

#### **5.1. HAZARDOUS WASTE MITIGATION AND REMOVAL PROCEDURE**

With respect to the detrimental effects that improper handling of hazardous waste can bring to human health and the environment, a stringent Hazardous Waste Mitigation Program has been adopted at SCDCRTS. This program seeks to mitigate the possibility of transferring hazardous waste to landfills by both publicly discouraging the improper disposal of hazardous waste and by the implementation of a Hazardous Waste Screening Program.

Public discouragement of improper disposal of hazardous wastes is accomplished as follows: First, each SCD collection container has been marked with the following warning: "TRASH ONLY - NO CHEMICALS OR HAZARDOUS MATERIALS, NO LIQUIDS, NO DRUMS, NO CONTAINERS." Second, pictorial warnings complement the aforementioned written warning that do not require knowledge of English. Third, each SCD customer is verbally and contractually warned of the clear liability associated with the improper placing of toxic wastes.

In addition to marking each SCD collection container and to further discourage and mitigate the possibility of hazardous wastes being transferred to a landfill, the entrance to the SCDCRTS is signed "Trash only - No chemical or hazardous materials, no liquids, no drums, no containers", and a Hazardous Waste Screening Program is in effect at all times at the SCDCRTS. This program is comprised of two types of screening: Point of Collection and Point of Transfer.

The SCDCRTS Hazardous Waste Screening Program begins with proper SCD employee training in Hazardous Waste Recognition. Each SCD employee involved with collecting, hauling, recycling, or otherwise handling MSW is trained to be aware of and to recognize common hazardous waste warning signs such as closed containers, unusual odors,

smokes, reactions, objects that appear to be unusually packaged, or objects that are obviously seen as contaminated or hazardous. In addition, workers are trained in handling hazardous waste and will be specifically observant to common hazardous wastes such as motor oil, dead animals, infectious hospital waste, sewage sludge, septic tank pumpings, pesticides, chemical waste and any other types of liquid or sludge materials.

Screening at the Point of Collection is primarily accomplished by the SCD Collection Vehicle Operators, who will refuse taking any containers recognized or suspected of containing Hazardous, Contaminated, or Toxic materials. All employees involved with the collection of waste are required to have training in Hazardous Waste Recognition and Handling techniques, as described above.

Point of Transfer Screening will include a radiation detector, permanently located at the scale area, which will operate at all times to detect any radioactive material in the incoming waste loads. However, most screening is primarily accomplished by random sampling of incoming loads. The Random Load Checking Program, *Appendix C*, is in effect on the tipping floor of the transfer station to provide further insurance against the possibility of hazardous materials being transferred to landfill-bound vehicles. The procedure for selecting and checking loads is as follows: As one of the duties of the safety manager, two half-hour intervals will be selected by a statistical random process each day. At the beginning of the first shift, this information will be forwarded to the Station Supervisor who then directs the first load arriving after the randomly selected time period to be spread out in a clear area of the transfer station. The waste is then checked for signs of hazardous materials. If the load is large or intricate, recycling personnel familiar with hazardous waste recognition and handling techniques will assist the Supervisor in inspecting the waste. In all inspections, the waste will be turned over or sifted to ensure that it may be carefully rechecked before being returned to the waste stream. The successful implementation of this internal Random Load Checking program, in combination with the aforementioned Point of Collection mitigation procedures outlined above should sufficiently decrease the likelihood of inadvertently transferring any hazardous, contaminated or toxic materials.

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Table 3 - Agencies to be Notified in the Event of Unlawful Disposal

AGENCY:	TELEPHONE NUMBER
L.A. County Fire Department Hazardous Materials Unit	(323) 890-4317
California State Department of Health Services, Toxic Substances Control Program	(213) 897-7170
City of Santa Monica Fire Department	(310) 458-8651
California Highway Patrol	(310) 642-3939
Los Angeles County Solid Waste Management Program/Local Enforcement Agency	(626) 430-5540
Los Angeles County Radiation Management Program	(213) 351-7897
California Dept. of Health, Medical Waste Division	(213) 977-7379/(213) 977-6877
EMERGENCY	911

Although the SCD Hazardous Waste Screening Program should reduce the amount of toxins entering the property to near zero, the possibility will always exist that hazardous or toxic wastes may be discovered at the SCD CRTS. In consideration of this unknown amount of hazardous material being present, SCD has adopted a specific Hazardous Waste Removal Procedure to be put into effect whenever any material is discovered that is suspected of being hazardous or toxic. The first step of the procedure is to isolate the suspected materials from all other waste while the Supervisor is quickly notified. Second, the area is placed off-limits for all workers and trucks, the Los Angeles County Fire Department Hazardous Materials Unit, and the City of Santa Monica Fire Department are notified of what the waste is suspected to be and it is determined if their services might be needed. If the material is then positively identified as being hazardous, the material is removed under emergency procedures into a 55-gallon drum or 6-millimeter plastic lined drop-box as is appropriate for the site and nature of the waste, located in the 10 by 15 ft Hazardous Waste Isolation Area as indicated on *Figure 5*, Site Plan. Each waste is contained in a separate container so that hazard classes may be kept separate, unless the safety manager directs that certain materials may be combined. In no instance shall incompatible wastes be mixed (e.g. acids and bases, oxidizers and reducing agents, cyanides and acids) or shall containers be used that are lined with materials which may react the hazardous material. The containment vessels will be inspected weekly to insure they are in a suitable condition to contain liquids. As prescribed by law, at no time will storage exceed 90 days before the waste is taken by a Permitted Hazardous Waste Hauler to a suitable landfill. If information regarding improper disposal becomes available through the Random Load Checking or Point of Collection screening programs, the Station Supervisor will forward any information to the County District Attorney and the California Highway Patrol (CHP), and investigate if the hazardous waste may be returned to the originator for proper disposition.

In the event of a hazardous liquid spill, the liquid will immediately be isolated from any materials with which it may possibly react and will be contained under the direction of the Safety Manager with vermiculite or another approved containment agent so that it

may be gathered into a hazardous material container, be identified and labeled, and be properly disposed of by a licensed and permitted hazardous waste hauler.

In any case where hazardous waste is screened out of the waste stream; it will be manifested with the SCD's pre-assigned California Environmental Protection Agency (EPA) Small Quantity Hazardous Waste Generator (HWG) number (CAL000139938) for tracking, handling, storage, transportation, and disposal.

### **5.2. EQUIPMENT BREAKDOWN**

Under normal circumstances, breakdown of any critical equipment at the Recycling and Transfer Station does not constitute an emergency condition because backup equipment is maintained at the parent facility down the street, however, should multiple equipment failures occur simultaneously, backup equipment may be easily obtained from Sam's U-Drive, located 6-7 minutes away at 11371 Pico Boulevard in West Los Angeles. In the event of electrical power failure, an on-site backup generator will provide sufficient electrical power to continue operations.

### **5.3. FIRE IN THE WASTE**

Should there be a fire or smoldering of any of the waste dumped on the tipping floor, the skip-loader operator (trained prior to assignment in proper procedures to handle burning waste) safely isolates the burning material to any available, separate, clear area outside of the building. Other personnel immediately notify the Station Supervisor, who informs the fire department then comes on scene to take initial charge of fire extinguishing procedures, as appropriate. From a safe distance away from the fire, other personnel may activate 100 ft long, one inch diameter fire hose reels fitted with adjustable heads, ranging from solid stream to spray, until the fire department arrives to take control of fire-fighting.

If the fire appears that it might spread beyond the ability of the on-site fire suppressive capabilities, the Supervisor directs that the Fire Department be updated of the status of the emergency, if not yet on the premises. In instances of any danger to the personnel or facility, the Company Safety Manager will join the Supervisor at the scene to assist in managing the emergency. After the fire has been extinguished, the waste is allowed to remain separate for several hours to insure that it cools and that there is no chance or flaring up or spreading to other waste on the tipping floor.

SCD employees are trained in the use of a fire extinguisher and the hose reel by the City of Santa Monica Fire Department. In instances where the Fire Department is notified, fire-fighting staff with a complete line of protective gear will arrive in between 4 and 5 minutes.<sup>1</sup> The closest fire station is approximately 1.3 miles away, at 1302 19<sup>th</sup> Street. All emergency procedures are practiced at least once per month by assigned personnel as a drill.

<sup>1</sup> City of Santa Monica 2008-2009 Adopted Budget, Fire Department Summary, page 287  
<http://www01.smgov.net/finance/budget/2008-09/AdoptedBudget/2008-09AdoptedBudget.pdf>.

EXHIBIT O -

FACILITY PERMITS



# SOLID WASTE FACILITY PERMIT

1. Facility Permit Number:

**19-AA-0846**

2. Name & Street Address of Facility:

Southern California Disposal Company  
Recycling and Transfer Station  
1908 Frank Street  
Santa Monica, CA 90404

3. Name & Mailing Address of Operator:

Southern California Disposal Co., Inc.  
2329 Delaware Ave  
Santa Monica, CA 90404

4. Name & Mailing Address of Owner:

Southern California Disposal Co., Inc.  
P.O. Box 25666  
West Los Angeles, CA 90025

5. Specifications:

A. Permitted Operations:

- Solid Waste Disposal Facility  
 Transfer/Processing Facility  
 Materials Recovery Facility

- Composting Facility (Green Material)  
 Transformation Facility  
 Other: \_\_\_\_\_

B. Permitted Hours of Operation:

Receipt/Processing of waste ..... 5:00 am to 7:00 pm, Monday - Saturday

C. Permitted Tons per Operating Day: Total: ..... 1056 Tons/Day

Non-hazardous - Refuse, greenwaste ..... 1056 Tons/Day


D. Permitted Traffic Volume: ..... Total: N/A Vehicles/Day

E. Key Design Parameters (detailed parameters are shown on site plans):

	Total	Disposal	Transfer	Composting	Transformation
Permitted Area (acres)	.97 a	N/A	.97 a	N/A	N/A
Design Capacity		N/A	2112 Tons/Day	N/A	N/A

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

6. Approval

  
\_\_\_\_\_  
Approving Officer Signature  
Cindy Chen, Chief Environmental Health Specialist  
Solid Waste Management Program  
Name/Title

7. Local Enforcement Agency:

County of Los Angeles  
Department of Public Health  
Solid Waste Management Program  
5050 Commerce Drive  
Baldwin Park, California 91706  
(626) 430-5540

8. Received by CalRecycle:

March 08, 2011

9. CalRecycle Concurrence Date:

March 15, 2011

10. Permit Issue Date:

March 25, 2011

11A. Permit Review Date:

N/A

11B. Permit Review Due Date:

March 25, 2016

11C. Permit Transfer Date:

N/A

**SOLID WASTE FACILITY PERMIT**Facility Name: **Southern California Disposal Company Recycling and Transfer Station**SWFP No. **19-AA-0846**Page **2** of **5****12. Legal Description of Facility:**

VILLA TRACT LOTS 2, 4, AND 6, AND A PORTION OF LOTS 8 AND 10 BLOCK 1. VILLA TRACT EX OF ST LOTS 11 AND LOT 13 BLK 1 AND VILLA TRACT LOT 9 BLK 1.

**13. Findings:**

- A. This permit is consistent with the Los Angeles County Countywide Integrated Waste Management Plan, which was approved by CalRecycle formerly CIWMB on June 23, 1999. The location of the facility is identified in the Los Angeles County Nondisposal Facility Element, pursuant to Public Resources Code (PRC), Section 50001(a)(2).
- B. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC, Section 44010.
- C. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the County of Los Angeles, Department of Public Health, Solid Waste Management Program, the Local Enforcement Agency (LEA), pursuant to PRC, Section 44009.
- D. A Mitigated Negative Declaration / Resolution No. 10-002 PCS was adopted on April 21, 2010.

**14. Prohibitions**

The permittee is prohibited from accepting the following wastes:

- Hazardous, radioactive, medical (as defined in Chapter 2, Part 14, Division 104 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Transfer/Processing Report and approved amendments thereto and as approved by the LEA and other federal, state, and local agencies.
- Sewage sludge.

**15. The following documents also describe the operation of this facility:**

Document	Date	Document	Date
Transfer/Processing Report	August 31, 2010	Service Agreement	December 2, 2008
Mitigated Negative Declaration (Resolution No. 10-002 PCS)	April 21, 2010		
Hazardous Waste Generator ID Number #CAL000139938			

**SOLID WASTE FACILITY PERMIT**

Facility Name: Southern California Disposal Company Recycling and Transfer Station

SWFP No. 19-AA-0846

Page 3 of 5

**16. Self-Monitoring:**

Results of all self-monitoring programs as described in the Transfer/Processing Report will be reported as follows:

Program:	Reporting Frequency:	Agency Reported To:
<p>The types and quantities of non-hazardous wastes, including separated or commingled recyclables, received <u>each day</u>. The operator shall maintain these records on the facility's premises for a minimum of one year. These records shall be made available to any LEA personnel on request.</p>	<p>Monthly (Due 15 days following the end of each reporting period)</p>	<p>LEA</p>
<p>The types and quantities of hazardous wastes, medical wastes, or otherwise prohibited wastes found in the waste stream and the disposition of these wastes.</p>		
<p>All incidents of unlawful disposal of prohibited materials and the operator's actions taken. Indicate those incidents which occurred as a result of the random load checking program. Incidents, as used here, means that the hauler or producer of the prohibited materials is known.</p>		
<p>Reports of all special/unusual occurrences and the operator's actions taken to correct these occurrences.</p>		
<p>The number of vehicles using the facility per day and per week. The transfer and collection vehicles must be totaled separately.</p>		
<p>Copies of all written complaints and records of complaints received by telephone regarding this facility and the operator's actions taken to resolve these complaints.</p>		
<p>Record of receipt of a Notice of Violation from any regulatory agency. In addition, the operator shall notify the LEA <u>at once</u> following receipt of a Notice of Violation or upon receipt of notification of complaints regarding the facility, which have been received by other agencies.</p>	<p>Monthly (Due 15 days following the end of each reporting period)</p>	<p>LEA</p>
<p>The quantities of waste transferred each day to each of the disposal sites indicated on Transfer Station Monthly Waste Disposal Monitoring Form (Attachment A).</p>		
<p>Completed copies of the following Monitoring and Reporting Form are required by, and may be amended by, the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force (LACSWMC/IWMTF):  Solid Waste Characterization Data (Attachment B)</p>	<p>Quarterly (Due the 15<sup>th</sup> of January, April, July, and October)</p>	<p>LACSWMC/IWMTF</p>

**SOLID WASTE FACILITY PERMIT**

Facility Name: Southern California Disposal Company Recycling and Transfer Station

SWFP No. 19-AA-0846

Page 4 of 5

**17. LEA Conditions:****A. Standard Requirements:**

1. This facility shall comply with all applicable State Minimum Standards for Solid Waste Handling and Disposal in Division 7 of Title 14 of the California Code of Regulations.
2. This facility shall comply with all mitigation measures specified in any certified environmental documents that are within the authority of the LEA and are contained in a mitigation monitoring and reporting program pursuant to Public Resources Code (PRC), Section 21081.6.
3. Additional information concerning the design and operation of this facility shall be furnished upon request by LEA personnel.
4. A copy of this permit and current TPR, as amended, shall be maintained at the facility so as to be available at all times to facility personnel and the LEA.
5. Notification to the LEA on the same day for any written complaints received or any complaint called into the facility and any record of receipt of a violation from any regulatory agency.
6. This permit is subject to review by the LEA and may be suspended, revoked or revised at any time for sufficient cause.
7. The LEA reserves the right to suspend or modify waste receiving operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
8. The operator shall notify the LEA, in writing, of any proposed changes in the routine facility operation or changes in facility design during the planning stages. In no case shall the operator undertake any changes unless the operator first submits to the LEA a notice of said changes at least 180 days before said changes are undertaken. Any significant change as determined by the LEA would require a revision of this permit.
9. The operator and/or owner shall notify the LEA of any plans to encumber, sell, transfer, or convey the operation or ownership to a new operator or owner, at least 45 days prior to the anticipated transfer, by written certification, including information deemed sufficient by the CalRecycle and the LEA. If the facility will not be operated in compliance with the terms and conditions of this permit, the new owner shall be required to file an application for a revision of this permit.
10. The operator shall maintain a log of special/unusual occurrences. The log shall include, but is not limited to fires, explosions, discharges of hazardous wastes, significant accidents and injuries, and property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The operator shall maintain this log at the facility so as to be available at all times to site personnel and to LEA personnel. Any entries made in this log must be reported to the LEA at once. Call the duty officer, County of Los Angeles, Department of Public Health, Solid Waste Management Program at (626) 430-5540.

**B. Particular Requirements:**

1. The operator shall install and maintain a sign at the entrance indicating that no hazardous or liquid wastes are accepted and that all incoming loads must be fully tarped.
2. No polluted surface waters shall leave this site, except as permitted by a National Pollutant Discharge Elimination System permit issued in accordance with the Federal Clean Water Act and the California Water Code.
3. Operational controls shall be established to preclude the receipt and disposal of volatile organic chemicals or other types of prohibited wastes:
  - a. The operator shall install and maintain an operational, calibrated radiation detector at the scales to detect radioactive materials, at all times, during the hours of receipt of solid waste.
  - b. Incidents of receipt of suspected radioactive materials, or warnings from the radiation detector, shall be reported immediately to the County of Los Angeles, Department of Public Health, Radiation Management Program at (213) 351-2718 and the LEA.
  - c. The operator shall comply with the approved Hazardous Waste Screening Program as described in the current Transfer/Processing Report. Any changes in this program must be approved by the LEA prior to implementation.
    - (1) At least twice per operating day a random load check shall be conducted. The operator shall inspect all waste vehicle loads if there is any reason to believe the loads may contain prohibited wastes. In all other cases, the operator shall select waste vehicles for inspection on a random basis.

**SOLID WASTE FACILITY PERMIT**Facility Name: **Southern California Disposal Company Recycling and Transfer Station**SWFP No. **19-AA-0846**

Page 5 of 5

- (2) The LEA may increase the required number of incoming waste load inspections if it has reason to believe that the number currently required is inadequate to ensure compliance with the regulations and protection of the public health and safety and the environment.
- (3) At all times when facility operations are underway, an attendant or attendants shall be present to supervise the loading and unloading of the solid waste and other materials. All working disposal areas shall be under continual visual inspection by facility personnel, such as spotters, equipment operators, and supervisors. Facility personnel performing duties required by the Waste Load Checking Program shall be trained. The training must include, but is not limited to, how to recognize hazardous waste and other prohibited waste, the proper method of containment, and the reporting requirements of this program. Station personnel are to be retrained on an annual basis and updated as needed. New employees are to be trained prior to work assignments.
- (4) Incidents of unlawful disposal of prohibited materials shall be reported to the LEA monthly as described in the monitoring section of this permit. In addition, the following agencies shall be notified at once of any incidents of illegal hazardous materials disposal:
- (a) Duty officer, Los Angeles County Fire Department, Health Hazardous Materials Division at (323) 890-4317.
  - (b) Environmental Crimes Division, Los Angeles County District Attorney at (213) 974-6824.
  - (c) California Highway Patrol at (213) 736-2971.
  - (d) Any hazardous materials thus found shall be set aside in a secure area to await proper disposition following notification of the producer (if known) and the appropriate governmental agencies.
4. The LEA reserves the right to revise the method of storage and/or reduce the duration of recyclables storage if it presents a health hazard or becomes a public nuisance. All stored recyclable materials with the exception of baled recyclables, whether stored indoors or outdoors, must be contained in storage bins, roll-offs or as approved by the LEA.
5. The LEA reserves the right to require the operator to provide more stringent dust and odor control measures, if the proposed dust and odor control measures identified in the current TPR prove to be inadequate or ineffective.
6. The operator shall follow the procedures and control measures identified in the current TPR related to compliance with the terms and conditions of this permit and State Minimum Standards as identified in Section 17.A.1 of this permit.
7. The operator shall follow the standard operating procedures identified in the current TPR, which are designed to ensure that all waste is loaded out on a "first in-first out" basis and in no case is the material allowed to stay on the premises longer than 48 hours. Revisions to the standard operating procedures for these measures shall be subject to review and approval by the LEA.
- ~~8. The operator shall conduct all waste processing and separation activities within the designated buildings as indicated in the approved TPR.~~

&lt;END OF DOCUMENT&gt;

EXHIBIT P -

SCHEDULE OF OPERATING PERMITS FOR THE LANDFILL

# SOLID WASTE FACILITY PERMIT

Facility Number:

**19-AA-2000**

**1. Name and Street Address of Facility:**

Sunshine Canyon City/County  
Landfill  
14747 San Fernando Road  
Sylmar, CA 91342

**2. Name and Mailing Address of Operator:**

Browning Ferris Industries of California,  
Inc.  
14747 San Fernando Road  
Sylmar, CA 91342

**3. Name and Mailing Address of Owner:**

Browning Ferris Industries of California,  
Inc.  
14747 San Fernando Road  
Sylmar, CA 91342

**4. Specifications:**

- a. Permitted Operations:**  Solid Waste Disposal Site  Transformation Facility  
 Transfer/Processing Facility  Other:  
 Composting Facility

- b. Permitted Hours of Operation:** Receipt of waste and materials ⇨ 6:00 a.m. to 6:00 p.m., Monday thru Friday  
 7:00 a.m. to 2:00 p.m., Saturday\*  
 Landfill Operations ⇨ 6:00 a.m. to 9:00 p.m., Monday thru Saturday\*  
 Equipment Maintenance ⇨ 4:00 a.m. to 9:00 p.m., Monday thru Saturday\*  
 \*(See Condition 17.B.3., Permitted Hours of Operation)

- c. Permitted Maximum Tonnage:** 12,100 tons per day for all materials received for disposal and/or beneficial reuse & recycling (See Condition 17.B.4., Permitted Maximum Tonnage)

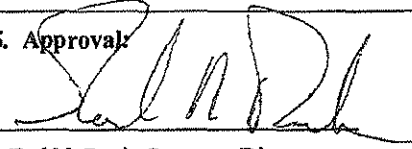
- d. Permitted Traffic Volume:** Traffic will be regulated pursuant to 27 CCR 20860

- e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CIWMB validations):**

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	1,036	363			
Design Capacity (yd <sup>3</sup> )		140,900,000			
Max. Elevation (Ft. MSL)**		1,904 (County); 2,004 (City)** ** (See Condition 17.B.5)			
Max. Depth (Ft. MSL)		N/A			
Estimated Closure Year		2037			

Upon a significant change in design or operation from that described herein, unless the EA has issued to the operator an appropriate revised or modified permit, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facilities permit.

**5. Approval:**

  
 Ted N. Rauh, Program Director  
 Waste Compliance and Mitigation Program  
 California Integrated Waste Management Board

**6. Enforcement Agency (EA) Name and Address:**

California Integrated Waste Management Board (CIWMB)  
 1001 I Street  
 P.O. Box 4025  
 Sacramento, CA 95812-4025

**7. Date Received by CIWMB:**

May 6, 2008

**8. CIWMB Concurrence Date:**

June 17, 2008

**9. Permit Issued Date:**

July 7, 2008

**10. Permit Review Due Date:**

July 7, 2013

**11. Owner/Operator Transfer Date:**

# SOLID WASTE FACILITY PERMIT

Facility Number:

19-AA-2000

## 12. Legal Description of Facility:

Sunshine Canyon City/County Landfill is contained within portions of Sections 23, 24, 25, & 26, Township 3 North (T3N), Range 16 West (R16W) of the San Bernardino Base and Meridian. A more detailed legal description can be found in Section B of the Joint Technical Document (JTD), dated November 2007, amended December 2007, February, 2008, April 2008 and May 2008.

## 13. Findings:

- a. This permit is consistent with the Los Angeles County Integrated Waste Management Plan, which was approved by the CIWMB on June 23, 1999. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC) Section 50001(a).
- b. This permit is consistent with the standards adopted by the CIWMB, pursuant to PRC 44010.
- c. The design and operation of the facility are consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009, as determined by an inspection on May 28-29, 2008.
- d. A Final Environmental Impact Report (FEIR) was filed with the State Clearinghouse (SCH #89071210) and certified by the County of Los Angeles, Board of Supervisors on November 30, 1993. A Final Subsequent Environmental Impact Report (FSEIR) was also filed (SCH # 92041053) and certified by the City of Los Angeles Planning Commission and City Council on December 10, 1999. An addendum to the FEIR and FSEIR (SCH # 1989071210) was also prepared for the project by the County of Los Angeles, Department of Regional Planning and circulated in October 2004. The FEIR, FSEIR and addendum describe and support the design and operation of the facility which will be authorized by the issuance of this permit.
- e. Materials as described in the JTD will be recycled on site and will either be reused on site or removed and sent to markets. There is also a residential recyclable material drop-off area on site.
- f. This permit does not supplant or modify local land use entitlements or local agencies' authority to enforce local entitlements. It is recognized by the EA that the operator must comply with the provisions of the Integrated Waste Management Act (IWMA), Board regulations and the terms and conditions of this permit as well as other regulatory requirements and applicable local land use measures which govern the operator's activities at the site. If the requirements inadvertently overlap, it is expected that the operator will comply with the more stringent requirement in order to maintain compliance. Non-compliance with another agency requirement may not constitute a violation of this permit, the IWMA or Board regulations.

## 14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous waste, radioactive waste, untreated medical waste, liquid waste (including slurries and septic tank pumpings), designated waste, incinerator ash, sludge, and dead animals (except for non-incident dead animals) or other wastes requiring special treatment or handling, except as identified in the Joint Technical Document and approved amendments thereto. The EA may not approve the acceptance of such other wastes until the operator has provided, in a form reasonably acceptable to the EA, evidence from all other federal, state, and local agencies having jurisdiction that the acceptance of such wastes is authorized.

## 15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Joint Technical Document (JTD), as amended	Nov. 2007 <u>Amendments</u> Feb. 2008 May 2008	Preliminary Closure and Postclosure Maintenance Plan, as amended	Nov. 2007 <u>Amendments</u> May 2008
Waste Discharge Requirements City; Order No. R4-2003-0155 County; Order No. R4-2007-0023	Dec. 4, 2003 Apr. 5, 2007	Closure Financial Assurance Documentation	May 5, 2008



# SOLID WASTE FACILITY PERMIT

Facility Number:

**19-AA-2000**

**15. The following documents describe and/or restrict the operation of this facility:**

	Date		Date
SCAQMD Permit to Operate No. F86506, F23230, F9412, F43463, F63135, F86507	Dec. 22, 2006	Operating Liability Certification	May 5, 2008
FEIR (SCH #89071210) FSEIR (SCH #92041053) FEIR/FSEIR addendum (SCH #1989071210)	Nov. 1993 Dec. 1999 Oct. 2004	Los Angeles County Conditional Use Permit - No. 00-194-(5) Los Angeles City Amended Zone Change Ordinance Case CPC 98-0184(ZC/GPA)(MPR)	Feb 6, 2007 Dec. 3, 1999

**16. Self Monitoring:**

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 15 days of the end of the reporting period. For quarterly reporting: 1<sup>st</sup> quarter = January thru March, the report is due by April 15, etc. Information required on an annual basis shall be submitted with the 4<sup>th</sup> quarter monitoring report, unless otherwise stated.

Program	Reporting Frequency/Agency
a. The types and quantities (in tons) of non-hazardous waste, including separated or commingled recyclables and tires, received each day. (Distinguish between the quantities of those materials disposed and materials received for beneficial reuse or Alternative Daily Cover.) The operator shall maintain these records on the facility's premises as required by current regulations. These records shall be made available to any EA personnel at any time during normal business hours (i.e., during landfill operations).	Monthly/EA
b. The number and types of vehicles using the facility per day and per week.	Monthly/EA
c. Results of the hazardous waste load checking program, including the types and quantities of hazardous wastes, untreated medical wastes, and other prohibited wastes found in the waste stream and the operator's actions taken for disposition of those wastes.	Monthly/EA
d. Reports of all special or unusual occurrences (see condition 17.A.3.) and the operator's actions taken to respond to those occurrences. (Immediate notification of the EA is also required as indicated in Condition 17.A.3.)	Monthly/EA
e. Copies of all written complaints and complaints received on the hotline regarding this facility and the operator's actions taken to resolve these complaints. (Notification of the EA on the same day the complaint is received as indicated in Condition 17.A.4.)	Monthly/EA
f. Record of receipt of a violation from any regulatory agency. (Notification of the EA on the same day the violation is received is also required as well as the receipt of notification of complaints regarding the facility which have been received by other agencies as indicated in Condition 17.A.4.)	Monthly/EA
g. Results of the landfill gas monitoring and control program.	Monthly/EA
h. The result of the leachate monitoring, collection, treatment, and disposal program.	Quarterly/EA
i. Site Plan or topographical map showing all previously filled areas, current fill locations, proposed fill areas and remaining site capacity.	Annual (Due October 1)/EA
j. Site Plan or topographical map which indicates all soil stockpile areas, current fill locations and proposed stockpile areas and elevations.	Annual (Due October 1)/EA
k. Site Plan or topographical map which indicate all cuts into native material from the previous year to the present date.	Annual (Due October 1)/EA
The above three maps shall be drawn to scale no smaller than one inch = 200 feet unless otherwise approved by the EA.	
l. Wet weather preparedness report and winter operations plan.	Annual (Due October 1)/EA

# SOLID WASTE FACILITY PERMIT

Facility Number:

19-AA-2000

## 17. Enforcement Agency (EA) Conditions:

### A. Standard Requirements

1. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 27, California Code of Regulations (CCR).
2. The facility shall comply with all mitigation measures specified in any certified environmental documents that are within the authority of the EA and are contained in a mitigation monitoring and reporting program, pursuant to PRC, Section 21081.6.
3. The operator shall maintain a daily log of special or unusual occurrences. This log shall include, but is not limited to, fires, landslides, earthquake damage, unusual and sudden settlement, injury and property damage accidents, explosions, receipt or rejection of unpermitted wastes, flooding, operational shutdowns, and written complaints or inspections by other regulatory agencies. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. If there are no special occurrences for a given day, that day's entry shall read "none". The log shall be available to site personnel and the EA at all times. All entries made in this log must be reported to the EA immediately.
4. Notification to the EA on the same day for any written complaint received or any complaint received on the facility's hotline and any record of receipt of a violation from any regulatory agency.
5. The operator shall provide to the EA, within the time specified, any additional information concerning the design and operation of the facility.
6. The operator may not change the design or operation of the facility as described in the JTD without the approval of the EA, as provided at Title 27, Section 21620. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change in the design or operation of the facility without first submitting a written notice of the proposed change, in the form of an RFI amendment application, to the EA at least 180 days in advance of the planned implementation of the change.
7. The operator and/or owner shall notify the EA of any plans to encumber, sell, transfer, or convey the operation or ownership to a new operator or owner, at least 45 days prior to the anticipated transfer, by written certification, including information deemed sufficient by the EA. If the facility will not be operated in compliance with the terms and conditions of this permit, the new owner shall be required to file an application for a revision of this permit.
8. ~~The site supervisor on duty shall have decision-making authority to directly address nuisance issues and respond to complaints received from the community.~~
9. The spreading and compacting of waste shall be accomplished as rapidly as practicable, not to exceed 1 hour, unless otherwise approved by the EA.
10. Signs shall be posted in English and Spanish as required by the EA.
11. This permit is subject to review by the EA and may be suspended, revoked, or revised at any time for sufficient cause.
12. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
13. The EA reserves the right to require more stringent dust and odor measures and on-site and off-site litter controls if those measures in the JTD prove inadequate or ineffective.
14. A copy of this permit and current JTD, as amended, shall be maintained at the facility and shall be available at all times to facility personnel and the EA.

# SOLID WASTE FACILITY PERMIT

Facility Number:

19-AA-2000

## 17. Enforcement Agency Conditions Continued:

### B. Particular Requirements

1. Operational Controls shall be established to preclude the receipt and disposal of hazardous and prohibited wastes:
  - a. At all times when solid waste is being received, the operator shall maintain operational and properly calibrated radiation monitors at the scales to detect radioactive materials. Incidents of receipt of suspected radioactive materials, or warnings from the radiation monitoring equipment, shall be reported immediately to the County of Los Angeles Department of Public Health, Radiation Management Program, and the EA.
  - b. The operator shall conduct a Load Checking Program as described in the JTD, to identify and segregate for proper handling materials which the facility is not permitted to accept for disposal. Any changes in the Load Checking Program are considered amendments to the JTD and must be approved by the EA prior to implementation.
  - c. The Load Checking Program shall meet the following requirements:
    - (1) The minimum number of waste vehicle loads to be inspected daily at the facility is 1.5 loads per every 1,000 tons of waste received at the landfill. The operator shall do a minimum of 6 load checks on days where less than 4,000 tons are received. The operator shall inspect all waste vehicle loads if it has any reason to believe the loads may contain prohibited wastes. In all other cases, the operator shall select waste vehicles for inspection on a random basis.
    - (2) The EA may increase the required number of incoming waste load inspections if it has reason to believe that the number currently required is inadequate to ensure compliance with the regulations and protection of the public health and safety and the environment.
    - (3) At all times when facility operations are underway, an attendant or attendants shall be present to supervise the loading and unloading of the solid waste and other material. All working disposal areas shall be under continual visual inspection by facility personnel, such as spotters, equipment operators and supervisors, for evidence of hazardous materials and other prohibited wastes. Facility personnel performing the duties required by this waste load checking program shall be trained prior to assignment. The training must include, but is not limited to, how to recognize suspicious containers of hazardous waste and other prohibited wastes, the proper method of containment, and the reporting requirements of this program. Facility personnel are to be retrained on an annual basis and updated as needed. New employees shall be trained prior to assignment to the waste load checking program.
    - (4) The loads selected for inspection shall be unloaded in an area separate from the active working face. Any hazardous materials and other prohibited wastes found shall be set aside in a secure area for proper disposition.
    - (5) Incidents of unlawful disposal of illegal hazardous materials shall be reported immediately to the appropriate agencies as outlined in the JTD.
2. The use of Alternative Daily Cover (ADC) for use as daily cover shall be limited to materials as outlined in the JTD and as approved by the EA. Contaminated soils are prohibited for use as daily or intermediate cover.
3. Permitted Hours of Operation (The following provisions modify the hours of operation specified in Section 4.b.)
  - a. Saturday hours may be extended from 2:00 p.m. to 6:00 p.m. for receipt of solid waste and beneficial reuse materials when the operator determines the extended hours are needed to accommodate post-holiday disposal requirements. Holidays include local, federal and state holidays that are recognized by both the City and County of Los Angeles. Any such extensions shall be specified in the log of special or unusual occurrences.
  - b. Emergency operations, equipment repairs, and mitigation measures necessary to avoid environmental impacts, which can not be accomplished during the hours stated above, may be performed at any time with prior written approval of the EA.
  - c. The landfill entrance gates at San Fernando Road shall open at 5:00 a.m. on weekdays and 6:00 a.m. on Saturdays to allow the onsite queuing of vehicles.
  - d. No diesel vehicles located on the facility shall be started before 5:00 a.m.

# SOLID WASTE FACILITY PERMIT

Facility Number:

19-AA-2000

## 17. Enforcement Agency Conditions Continued:

### B. Particular Requirements Continued

#### 4. Permitted Maximum Tonnage (The following provisions modify the maximum tonnage specified in Section 4.c.)

The maximum daily tonnage of all materials that may be received at the facility, including municipal solid waste (MSW) for disposal and materials received for beneficial reuse and recycling is 12,100 tons. The maximum weekly tonnage that may be received at the facility is 66,000 tons of MSW for disposal and 6,600 tons of materials received for beneficial reuse and recycling, which together total 72,600 tons per week for all materials. These limits apply to all materials received at the facility, whether destined for disposal, beneficial use, or for the purpose of resource recovery, including materials which qualify as resource recovery. These maximum tonnage limits shall not be exceeded unless this permit is revised or a new permit is issued.

#### 5. Permitted Maximum Elevation (The following provisions modify the maximum elevation specified in Section 4.e.)

The maximum elevation of 1,904 ft. (MSL) on portions within the County of Los Angeles boundary shall include the final cap and cover with the maximum elevation of MSW not exceeding 1,900 ft. (MSL). The maximum elevation of 2,004 ft. (MSL) on portions within the City of Los Angeles boundary shall include the final cap and cover with the maximum elevation of MSW not exceeding 2,000 ft. (MSL).

#### 6. The Greenwaste/Woodwaste Processing Operation described in Volume II, Appendix E of the JTD, is an activity that the operator may not commence without a written request to the EA. The first request to implement this activity shall be limited to 220 tons per day. Upon additional requests for approval of the EA, increases for incoming greenwaste/woodwaste tonnage can be allowed by the EA, in writing, in phases up to a maximum of 800 tons per day. A change to the design or operation of the greenwaste/woodwaste processing activity from that described in the JTD will require a RFI amendment and may require a permit modification or revision and subsequent noticing.

#### 7. Upon issuance, this permit will supersede in their entirety those certain solid waste facilities permits for Facility Nos. 19-AA-0853 and 19-AR-0002-2 (the "Pre-existing Permits"). If a court of competent jurisdiction enjoins the operation of this permit, or adjudges that this permit is void and has no force or effect or that the operator lacks the necessary approvals, entitlements and authorizations from the City of Los Angeles or the County of Los Angeles to conduct solid waste handling and disposal activities as a combined facility as contemplated under this permit, effectively returning the combined facility to its prior state of a City facility and a County facility, then these facilities shall be subject to the Pre-existing Permits as those Pre-existing Permits existed on the date when this permit superseded them and shall be immediately reinstated. If this permit is subsequently upheld, this permit will supersede the Pre-existing Permits in their entirety.

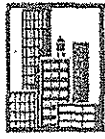
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EXHIBIT Q -

CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND  
FUNDRAISING RESTRICTIONS

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City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

## Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number): N/A	Date Bid Submitted: N/A
---	----------------------------

Description of Contract:  
 Transfer, Transport and Disposal Service of City Waste

Awarding Authority (Department):  
 Bureau of Sanitation

### BIDDER

Name: Southern California Disposal Co., Inc.  
 Address: 2329 Delaware Avenue, Santa Monica, Ca 90404  
 Email (optional): mike@scdisposal.com Phone: (310) 828-6444

State Contractor I.D.: N/A  
*Must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor I.D., indicate "not applicable".*

### PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Samuel V. Kardashian Title: Chariman of the Board  
 Address: P.O. Box 25666, Los Angeles, Ca 90025

Name: Luke S. Kardashian Title: President  
 Address: 1116 Centinela Avenue, Santa Monica, Ca 90403

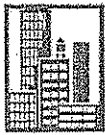
Name: Haig Matosian Title: Vice President  
 Address: 1136 Centinela Avenue, Santa Monica, Ca 90403

Name: Seta S. Kardashian Title: Corporate Secretary  
 Address: 1116 Centinela Avenue, Santa Monica, Ca 90403

Name: Tamara Matosian Title: Treasurer  
 Address: 1136 Centinela Avenue, Santa Monica, Ca 90403

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.  Bidder is an individual with no principals.



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

# Bidder Contributions

## CEC Form 55

### SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: S. Ibanez Trucking  
 Address: 1151 E. Kingsley Avenue, Pomona, Ca 91767  
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: C. Ibanez Trucking  
 Address: 1531 E. Kingsley Avenue, Pomona, Ca 91767  
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): N/A

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

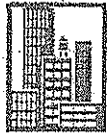
Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.       Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

## Bidder Contributions CEC Form 55

### PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Sergio Ibanez Title: Owner  
 Address: 1151 E. Kingsley Avenue, Pomona, Ca 91767  
 Subcontractor: S. Ibanez Trucking

Name: Cesar Ibanez Title: Owner  
 Address: 1531 E. Kingsley Avenue, Pomona, Ca 91767  
 Subcontractor: C. Ibanez Trucking

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: \_\_\_\_\_  
 Subcontractor: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.  Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

### CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: December 11, 2012 Signature: [Signature]  
 Name: Haig Matosian  
 Title: Vice President

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*



**APPENDIX: LIST OF ATTACHMENTS**

- Attachment A: Contractor Responsibility Ordinance
  - Attachment B: City Business Tax Registration
  - Attachment C: Insurance and Bonds
  - Attachment D: Business Inclusion Program Requirements
  - Attachment E: Living Wage Ordinance and Service Contractor Worker Retention Ordinance
  - Attachment F: Los Angeles Residence Information Form
  - Attachment G: Non-Collusion Affidavit
  - Attachment H: Municipal Lobbying Ordinance/ Bidder Certification CEC Form 50
  - Attachment I: Standard Contract Provisions
  - Attachment J: City of Los Angeles Contract History form
  - Attachment K: First Source Hiring Ordinance
  - Attachment L: Contract Bidder Campaign Contribution and Fundraising Restrictions/ Bidder Certification CEC Form 55
  - Attachment M: Local Business Preference Program
  - Attachment N: Proposed Service Fee (Form 1), Revenue Information (Form 2), and Processing Unit Cost Breakdown (Form 3)
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**Attachment A: Contractor Responsibility Ordinance**

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**CITY OF LOS ANGELES**  
**CONTRACTOR RESPONSIBILITY ORDINANCE**  
 (Los Angeles Administrative Code Section 10.40 et seq.)

**1. What is the Contractor Responsibility Ordinance?**

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

**2. When was the Ordinance adopted?**

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

**3. Who is responsible for the administration and enforcement of the Ordinance?**

Three departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

**4. Are all service, procurement, and construction agreements subject to the CRO?**

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for \$100,000 or more. Agreements to purchase garments are covered if they are for \$25,000 or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

**5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public on or after September 4, 2001. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

**6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

**7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

**8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

**9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

**11. How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for 14 calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**12. What happens during the 14 calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the 14 calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**13. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**14. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

**16. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor 10 calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

**17. What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

**18. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**19. Are there any exemptions under the Ordinance?**

Generally, two categories of exemptions exist under the CRO:

**(1) Agreements exempt from all the CRO requirements:**

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

**(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.**

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website:  
<http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES  
RESPONSIBILITY QUESTIONNAIRE**

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.** In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number (if applicable) and Project Title		

**BIDDER/CONTRACTOR INFORMATION**

Bidder/Proposer Business Name			
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
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**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: \_\_\_\_\_**



**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company:** Date of formation: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List members who own 5% or more of the company. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes     No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes     No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes     No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes     No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

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**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [ CPCC §20101(a) ]**

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

- Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

- Yes     No

If **Yes**, explain the circumstances on Attachment B.

**E. PERFORMANCE HISTORY**

7. How many years has your firm been in business? \_\_\_\_\_ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

- Yes     No

If, **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

- Check the box if you have not had any similar contracts in the last five years

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10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

- Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

- Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

- Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**F. DISPUTES**

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes     No

(b) Work performance on a contract?

Yes     No

(c) Employment-related litigation brought by an employee?

Yes     No

14. Does your firm have any outstanding judgements pending against it?

Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

**G. COMPLIANCE**

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

**SERVICE**

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

**H. BUSINESS INTEGRITY**

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes     No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes     No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes     No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

---

Print Name, Title

Signature

Date

**ATTACHMENT A FOR SECTIONS A THROUGH C**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_

A large, empty rectangular box with a thin black border, occupying most of the page below the instructions. It is intended for the user to provide additional information or explanations for specific questions.

**ATTACHMENT B FOR SECTIONS D THROUGH H**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_

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**ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16**

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

**California's Department of Justice****LOCAL ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.



**CRO EXEMPTIONS**

**CITY OF LOS ANGELES**

Department of Public Works, Bureau of Contract Administration  
Special Research & Investigation Section  
1149 S. Broadway, Suite 300 - Los Angeles, CA 90015  
Phone: (213) 847-1922  
Mail Stop 480

**AWARDING AUTHORITY REQUEST FOR EXEMPTION FROM  
CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE AND POSTING REQUIREMENTS**

The Department of Public Works, Bureau of Contract Administration, Special Research & Investigation Section (SRIS) administers the Contractor Responsibility Ordinance (CRO) as it applies to service agreements. Unless exempted, a service agreement is subject to all requirements the CRO if it is for \$25,000 or more, and is at least three months in duration.

**SECTION 1. INFORMATION ABOUT PROPOSED AGREEMENT**

**A. Proposed Agreement**

RFP/RFQ/RFB or Contract # (if any): \_\_\_\_\_ Amount: \$ \_\_\_\_\_  
Term - Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Type of Service: \_\_\_\_\_

**B. Awarding Department**

Name of contact person: \_\_\_\_\_ Title: \_\_\_\_\_  
Department: \_\_\_\_\_ Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**C. Contractor Information (if known):**

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**SECTION 2. BASIS FOR REQUEST FOR WAIVER FROM QUESTIONNAIRE AND POSTING REQUIREMENTS**

Check below the basis for the request for exemption from the CRO. Submit the completed application to the Contractor Enforcement Section. An approval exempts the proposed agreement only from the CRO's Questionnaire and Posting requirement. The contract remains subject to all other CRO requirements.

\_\_\_\_\_ Exigent circumstances: The Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted. **Attach a memo explaining the circumstances and the financial loss or the adverse impact that would result.**

\_\_\_\_\_ Services are proprietary or available only from a single source. **Attach a memo explaining why the services are proprietary or available only from a single source. If applicable, explain what efforts have been made to identify any other potential provider of the service.**

\_\_\_\_\_ Contract awarded in accordance with one of the following. **Attach a memo explaining the circumstances of the applicable Charter Section.**

- \_\_\_\_\_ Charter Section 371(e)(5) - Urgent necessity.
- \_\_\_\_\_ Charter Section 371(e)(6) - War, or national, state, or local emergency.
- \_\_\_\_\_ Charter Section 371(e)(7) - Equipment repairs or parts obtained from manufacturer or exclusive agent.
- \_\_\_\_\_ Charter Section 371(e)(8) - Cooperative arrangements with other governmental agencies.

\_\_\_\_\_ New contract entered into as a result of an Invitation for Bid (IFB) released prior to September 4, 2001. An IFB includes a RFB, RFP, RFQ, and any other procurement process. **A contract not covered by the CRO on this basis becomes subject to the CRO if it is amended after September 4, 2001. Fill in the information below:**

Date IFB released: \_\_\_\_\_ Date contract executed: \_\_\_\_\_ Date work on contract began: \_\_\_\_\_  
Has there been an amendment to this contract since September 4, 2001? Yes \_\_\_\_\_ No \_\_\_\_\_

<b>FOR SRIS USE ONLY</b>	
Approved: _____	Not Approved. (See attached memorandum.) _____
Analyst: _____	Date: _____

**SIGNATURE SHEET AND AFFIDAVIT**

I/We SIGV CLONE (Insert Name(s)) depose and say that I am/We are OWNER - REEF LINE

of COMPANY OF CALIFORNIA (Insert firm name and address of bidder)

Contractor's License No. 111156 License Classification 533 Expiration Date 01/31/2011  
 who submit this proposal to the Board of Public Works and hereby declare:

- (1) That I/We have read this proposal and have abided by and agree to the conditions herein and have carefully examined the project plans and read the specifications and I/We hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications, for the unit prices or lump sums named in the Schedule of Work and Prices. Furthermore, I/We have received a copy of the "Declaration of Bidder Responsibility Policy" of the Board of Public Works, and I/We understand my/our obligations under this policy as a bidder and as a contractor should this contract be awarded to my/our firm.
- (2) That this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that I/We have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that I/We have not in any manner sought by collusion to secure for myself/ourselves an advantage over any other bidder.
- (3) This contract is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this contract by a third party is unintended and incidental to the purpose for which this contract is made.
- (4) That I/We as principals, acknowledge myself/ourselves as being bound by the accompanying Bid Bond when completed by the Surety
- (5) That I/We have read and understand the provisions of the Pollution Control - Sewage Spill Prevention and Response Requirements and the Board of Public Work's Policy of "Zero Spills" requirements as contained in Part IV of this Proposal. If awarded this contract, I/We agree to furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the containment and cleanup of any sewage or other pollutant spills or leaks occurring during the performance of this contract. I/We further agree to act immediately, without instructions from City staff, to contain and cleanup any spill in any way involved with my/our activities on this project without concern for who or what caused the spill.

**ADDENDA -** This proposal is submitted with respect to the changes to the contract included in Addenda numbers:

(1) to Addenda received

Note: If an Addendum has been issued by the City and not noted above as being received by the bidder, this proposal may be rejected.

I/We certify or declare under penalty of perjury that the foregoing is true and correct, and that if only one signature is provided, it is provided in accordance with Note 8 in the General Instructions and Information for Bidders (Part IV) of this proposal.

1. Party's Signature

Signature \_\_\_\_\_ Date \_\_\_\_\_

2. 2<sup>nd</sup> Party's Signature

Second Signature \_\_\_\_\_ Date \_\_\_\_\_

SECOND SIGNATURE MAY BE REQUIRED WITH BID. FAILURE TO PROVIDE THE REQUIRED SIGNATURES WITH BID MAY RENDER THE BID NON-RESPONSIVE. IF ONLY ONE SIGNATURE IS SUBMITTED FOR A CORPORATION, THE CITY MUST BE FURNISHED THE REQUIRED SIGNATURE AUTHORIZATION WITH BID. OR A CURRENT COPY OF THE REQUIRED SIGNATURE AUTHORIZATION MUST BE ON FILE WITH THE BUREAU OF ENGINEERING. SEE NOTE BELOW.

Note: ALL SIGNATURES MUST BE PROPERLY COMPLETED AND WITNESSED BY A NOTARY. An All Purpose Certificate of Acknowledgment form pursuant to the California Civil Code Section 1189 must be attached to this page. See Note 8 in the General Instructions and Information for Bidders of this proposal for proper required signatures

**Attachment B: CITY Business Tax Registration**

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## Tax Information Booklet

### Foreward

The Office of Finance administers the City's tax laws; issues tax registration certificates and permits, and collects City taxes and fees. Most of the funds go into the City's General Fund to support essential services such as those provided by the Police and Fire Departments.

The Office of Finance is also an information resource for businesses and individuals relative to the City's tax and fee collection program. This booklet presents, in summary form, many of the City's current tax and fee requirements.

While the booklet is periodically updated, changes in tax laws and the various regulatory statutes may have occurred since its most recent printing. Changes in how the laws are applied may impact the obligation businesses and individuals have when conducting business within the City. The Office can assist you with more detailed information specifically tailored to the requirements of an individual business.

The goal of my Office is to provide service that is responsive to the needs of the diverse business community within the City. I encourage businesses to take advantage of the resources of my Office to help create and retain a strong and economically healthy business environment in the world's 12th largest economy.

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- [Purpose of the Tax](#)
- [Confidential Character of Information Obtained](#)
- [Who is required to pay the Tax?](#)
- [Vendor Registration](#)
- [Business Regulation in Los Angeles](#)
- [Legal Action That May be Taken For Non-Compliance](#)
- [Whistleblower Program](#)
- [How to Apply for a Tax Registration Certificate](#)
- [How Is the Amount of Tax Determined?](#)
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- [Other Taxes, Fees, and Charges](#)
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- [Office of Finance Locations](#)

### General Information Notice

This booklet provides basic information pertaining principally to the various business activities involving the payment of the Business Tax to the City of Los Angeles, Office of Finance.

Although some requirements of other governmental agencies are stated herein, the variations and complexities of various businesses are such that a complete disclosure of the requirements of all governmental agencies is impossible in booklet form. Therefore, the Office of Finance cannot accept responsibility for information not disclosed.

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Due to the large number of various business activities described under Sections 21.41 to 21.197, inclusive, of the Business Tax Ordinance, it is not practical to list each separately.

To assist you in using this booklet, note the following general information:

- \* All sales of goods, wares or merchandise at wholesale, unless otherwise listed, are taxed under Section 21.42 of the Business Tax Ordinance.
- \* All sales of goods, wares or merchandise at retail, unless otherwise listed, are taxed under Section 21.44 of the Business Tax Ordinance.
- \* All contracting in connection with real property are taxed under Section 21.188 of the Business Tax Ordinance.
- \* All professions, trades, occupations, performed as an independent contractor and not as an employee of another, unless otherwise specifically listed, are taxed under Section 21.49 of the Business Tax Ordinance.

#### **Purpose of the tax**

The City of Los Angeles Business Tax is a privilege tax imposed for revenue purposes only. No attempt is made through the business tax to regulate the conduct of businesses.

#### **Confidential Character of Information Obtained**

The provisions of Section 21.17 of the Business Tax Ordinance, subject to certain exceptions, make it unlawful for the Office of Finance or any person having an administrative responsibility to make known in any manner whatever the business affairs, operations or information required of any person filing returns or paying taxes under the provisions of the Los Angeles Municipal Code.

#### **Who is required to pay the tax?**

Every person <sup>(1)</sup> who engages in any business <sup>(2)</sup> within the City of Los Angeles is required to obtain the necessary Tax Registration Certificate(s) and make payment of the business tax.

Certain organizations, which are conducted solely for charitable or religious purposes, may be entitled to receive tax-exempt registration certificates upon application and qualification. The payment of tax is not required for engaging in a business activity when such payment of tax would be in violation of the Constitution of the United States or the Constitution of the State of California. Please refer to Sections 21.02, 21.22 and 21.49 of the Business Tax Ordinance for more detailed information.

#### **Vendor Registration**

There are vendors who conduct business with the City of Los Angeles in a manner that would not subject them to a business tax liability. An example is a publishing company in New York, which, as a result of a newspaper ad, accepts orders by telephone and ships the books by common carrier to the City of Los Angeles. After investigation and confirmation by the Office of Finance, Administration Division, ~~businesses that are not required to pay a business tax may be issued a Vendor Registration Number (VRN).~~ The VRN accounts will be reviewed on an annual basis to determine if their business activities have changed in any manner that would reclassify them to a taxable status. Please call the Administration Mail-In Unit at (213) 473-5901 for more detailed information.

#### **Business Regulation in Los Angeles**

The issuance of a Tax Registration Certificate and the payment of the business tax do not authorize the conduct or continuance of any illegal business or of a legal business in an illegal manner within the City of Los Angeles. The City has enacted regulatory ordinances in areas such as zoning, building safety, police, fire, hazardous material disclosure, sanitation, health, etc., which must be complied with in order to lawfully conduct a business within the City. Failure to comply with these regulatory ordinances may result in legal action being taken against the taxpayer.

Businesses requiring Police and/or Fire Permits may file an application with the Office of Finance, but the approval or denial will be made by the Police Department or the Fire Department. Please refer to pages 20 through 24 of this booklet for more detailed information.

The Zoning Section of the Department of Building and Safety determines whether a business may be conducted at a specific location.

Businesses such as restaurants and massage parlors are required to obtain health permits, which are administered by the County Health Department.

Many businesses are also subject to regulation by State agencies, such as the State Contractor's License Board and the Department of Consumer Affairs. Sellers of goods, wares and merchandise at wholesale and retail must obtain a State Seller's Permit issued by the State Board of Equalization.

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#### **Legal action that may be taken for non-compliance with the Business Tax Ordinance**

Failure to obtain the required Tax Registration Certificate and pay all business taxes due is a misdemeanor unless the violation or failure is declared to be an infraction. Any violation that is designated as a misdemeanor may be charged by the City Attorney as either a misdemeanor or an infraction. Violations designated as a misdemeanor shall be punishable by a fine of not more than \$1,000.00 or by imprisonment in the County Jail for a period of not more than six (6) months, or by both fine and imprisonment. Violations designated as an infraction shall be punishable by a fine of not more than \$250.00 for each violation.

Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this code is committed, continued or permitted by such person, and shall be punishable accordingly. Please refer to Section 11.00 (m) of the Los Angeles Municipal Code and Sections 21.03, 21.12, 21.16, 21.19, and 21.20 of the Business Tax Ordinance for complete information.

#### **Whistleblower Program**

The Whistleblower Program provides rewards for information resulting in the recovery of business taxes. The amount of reward shall not exceed 10% of the additional taxes, interest and penalties, which are recovered as a result of the information provided. No reward shall be paid if the Director of Finance determines that the recovery was so small as to call for a reward of less than \$50.00. For more information, please contact one of the offices listed at the end of this booklet or visit our website at [finance.lacity.org](http://finance.lacity.org).

#### **How to apply for a business tax registration certificate**

The taxpayer may appear in person at the Main Office or at any of the branch offices listed at the end of this booklet. In many cases, except where Police Permits are required, the taxpayer may file an application by mail after obtaining instructions from the Office of Finance regarding the information, which must be submitted to establish an account. Applications can also be obtained from our website at [finance.lacity.org](http://finance.lacity.org).

The Office of Finance requires that the taxpayer provide the following:

- A. Full legal name of the business owner(s);
- B. Fictitious/doing business as (D.B.A.) name of the business, if any;
- C. Business address (no P.O. Boxes);
- D. Mailing address, if different from the business address;
- E. Business owner's Social Security Number (SSN) if the taxpayer is not required to report employment taxes or give tax statements to employees; or
- F. Business owner's Federal Employer Identification Number (FEIN) if the taxpayer is required to report employment taxes or give tax statements to employees;
- G. Description of business activity (ies); and
- H. Start date of business activity (ies).

#### **How is the amount of tax determined?**

##### **Business Tax**

Most business taxes are based on gross receipts. For those Business Tax Classifications, the tax rate is a specified amount per \$1,000 of taxable gross receipts for each tax classification. Some business taxes are based on a flat rate per tax period and others are based on the number of vehicles, machines, devices or equipment used, the number of employees, square footage of the area, seating capacity, or the scale of fees collected.

##### **Payroll Expense Tax**

Effective January 1, 2002, the Payroll Expense Tax has been repealed. The Payroll Expense Tax had been temporarily suspended from January 1, 2000 through December 31, 2001.

#### **Is a separate registration certificate required for each business location?**

Yes. Section 21.06, Article 1, of the Los Angeles Municipal Code requires a separate registration certificate for each type of business activity and for each business location in the City of Los Angeles. However, a warehouse or distributing plant used in conjunction with a business in the City is not regarded as a separate business location. The law provides for an exception when the business locations are outside the City of Los Angeles. In this instance, only one registration certificate is required for each type of business for all locations, which are outside the City.

#### **Can a registration certificate be transferred from one ownership to another?**

Section 21.11, Article 1, of the Los Angeles Municipal Code states that a registration certificate may be transferred in those cases where the real or ultimate ownership of the business after the transfer is substantially similar to the ownership existing before the transfer. However, when the change in business ownership, such as by sale, is substantially different, an application would have to be made for a new Tax Registration Certificate.

#### **Can a registration certificate be transferred to a new location?**

Yes. Upon your notification to the Office of Finance that you have moved and are conducting your business at a new location, an amended Tax Registration Certificate will be issued to you.

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#### **New Business Exemption**

Los Angeles Municipal Code Section 21.30 now provides an exemption for new businesses that started in the City or businesses that relocated from outside the City on or after January 1, 2010 through December 31, 2012. To qualify, a taxpayer could not have been in business in the City in the preceding tax year. This exemption results in no business tax liabilities for a period of three years and there are no gross receipts restrictions. After this exemption sunsets, the New Business Exemption will return to two years with gross receipts of less than \$500,000 per year. This tax exemption **does not include the following:**

1. Construction businesses as defined in Section 21.30 b.1 of the L.A.M.C.;
2. Film producers as defined in Section 21.109 of the L.A.M.C.;
3. Any business, which was engaged in business in the City of Los Angeles during the preceding tax year and is engaged in business in the City during the current tax year.

Please note: Filing must be made in a timely manner in order to qualify for this exemption.

#### **Small Business Exemption**

Effective January 1, 2007, a small business with \$100,000 or less of taxable and nontaxable gross receipts within and out of the City, may qualify for a Small Business Exemption. For further information on this exemption and requirements to qualify, contact one of the offices listed at the end of this booklet.

#### **Creative Artist Exemption**

Los Angeles Municipal Code Section 21.29 (b) was amended to add a Business Tax Exemption provision for "Creative Artists" who generate up to \$300,000 in total taxable and non-taxable in-City and out-of-City gross receipts attributable to their qualifying "creative activities". This exemption applies strictly, only to individual "creative artists" (individual, individual acting as a corporation, or individual acting through a limited liability company), when performing "creative activities" for "entertainment or aesthetic purposes". The exemption only applies to those gross receipts the creative artists earn from their creative activities and does not include income from any other source.

Please Note: Filing must be made in a timely manner in order to qualify for this exemption.

#### **Established Business**

Businesses currently holding a valid Tax Registration Certificate will receive renewal statement(s) prior to the next tax period. If a renewal statement is not received in the mail, a timely return must still be filed to avoid payment of interest and penalty.

Due Dates for the following tax periods are:

- A. **Annual Business Taxes**  
Due January 1 of each year. Delinquent if not paid before March 1.
- B. **Quarterly Business Taxes**  
These are due on January 1, April 1, July 1 and October 1 of each year. In each case, delinquent if not paid before February 1, May 1, August 1 and November 1.
- C. **Monthly Business Taxes**  
These are due on the first day of each month and delinquent if not paid before the first day of the following month, with the exception of the Parking Occupancy Taxes and Transient Occupancy Taxes. Parking Occupancy Taxes and Transient Occupancy Taxes are due on or before the 25th day of the month following the close of each calendar month.
- D. **Daily Business Taxes**  
These are due on each day of the activity and delinquent the following day.

#### **Fiscal Year Filing**

Effective January 1, 2000, taxpayers are given an option to report their tax measures based on their business' fiscal or calendar year.

#### **Single Primary Tax Classification Election**

Effective January 1, 2004, a taxpayer with multiple classifications whose rates are based on annual gross receipts, may elect to have all of the business' taxable annual gross receipts reported and taxed at the rate applicable to the activity constituting at least 80% of the entire annual gross receipts, after any apportionments. Any business activities taxed other than on the basis of annual gross receipts must continue to be reported separately.

#### **Intercompany Transfers**

That portion of a business' gross receipts attributable to amounts received from or charged to closely held or related companies is now exempt from business tax. Ownership interests in the related or closely held companies must be at least 80% in common in terms of both value and voting power.

#### **Reporting on a cash or accrual basis (deductions for bad debts)**

Effective January 1, 2005, gross receipts may now be reported on either cash or an accrual basis in accordance with Internal Revenue Service (IRS) guidelines. If reporting on an accrual basis (amounts billed), you may exclude from your

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reported gross receipts any uncollectible amount ("bad debt") apportioned to the City of Los Angeles that has been written off as a "bad debt" in compliance with IRS guidelines. However, any portion of "bad debt" that had been previously written off and is later collected, is to be reported as gross receipts in the year it is collected.

#### **Business sold or discontinued**

If a business is discontinued or dissolved before the end of a tax period, any taxes accrued or owing shall be due on the date of termination. Taxes due are delinquent if not paid within forty-five (45) days <sup>cal</sup> from the date of termination.

#### **Taxation of most common and typical types of business activities**

While there are many different business activities taxed at varying rates, emphasis will be given to the following classifications. Please call or visit any of the Office of Finance public offices listed at the end of this booklet for additional information.

#### **Retail Sales**

Section 21.44 of the Business Tax Ordinance defines retail sales as the selling of any goods, wares or merchandise for any purpose other than resale. Common examples would be grocery stores, drug stores, hardware stores, clothing stores, restaurants, etc.

Tax Rate: \$1.27 per \$1,000 or fractional part thereof of gross receipts.

#### **Wholesale Sales**

Section 21.42 of the Business Tax Ordinance defines wholesale sales as the selling of goods, wares or merchandise for the purpose of resale. An example would be a wholesale grocer selling goods to a grocery store.

Tax Rate: \$1.01 per \$1,000 or fractional part thereof of gross receipts.

Sellers who are engaged in both retail sales and wholesale sales are subject to both types of taxes. In these instances, it will be necessary to segregate the sales and pay a business tax for each classification.

Receipts, which may be excluded from Retail and Wholesale Business Taxes, are the following:

- A. Out-of-State sales, which are shipped by the seller directly to the purchaser to points outside the State of California.
- B. State or local sales and use taxes.
- C. Returned merchandise where cash or credit is allowed.
- D. Cash discounts allowed or taken.

Retailers and wholesalers may be entitled to an apportionment of their gross receipts if they are located in the City of Los Angeles and engage in sales activities both inside and outside the City (City Clerk's Ruling No. 14); or if they are located outside the City of Los Angeles and engage in sales activities within the City (City Clerk's Ruling No. 13).

#### **~~Selling, soliciting on streets or sidewalks~~**

~~Selling any goods, wares or merchandise on public streets and sidewalks on foot or using a pack, stand or pushcart is illegal. It is also illegal to sell in vacant lots, auto service stations or any other private property (abandoned or not) without the approval of the Department of Building and Safety. The telephone number is (213) 482-0000.~~

Persons operating food-catering vehicles may sell, provided that all of the following conditions are met:

- A. The vehicle must be registered with the State Department of Motor Vehicles.
- B. The vehicle must be approved by the County Health Department. The telephone number is (626) 430-5500.
- C. The food sold must be prepared and packaged ready for immediate human consumption.
- D. When stopping or parking on public streets, all signs must be obeyed. Certain stopping or parking restrictions must also be complied with.
- E. Only temporary stops on private property route locations may be made.

Note: Catering bicycles or tricycles (human powered) such as those used to vend ice cream, tamales, candy, etc. are illegal upon City streets.

#### **Professions and Occupations Businesses**

Section 21.49 of the Business Tax Ordinance covers any service activities that are not described as "Miscellaneous Services", as well as all other business activities not specifically taxed by other sections of the Business Tax Ordinance. Some examples are attorneys, dentists, barbers, auto mechanics, etc.

Tax Rate: \$5.07 for per \$1,000 or fractional part thereof of gross receipts.

Persons engaged in more than one trade, calling, occupation, vocation, profession or other means of livelihood covered within this section shall consolidate all gross receipts and shall be issued one Tax Registration Certificate covering all such



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service activities.

Persons who are in the business of providing services may be entitled to an apportionment of gross receipts derived from activities conducted both inside and outside the City of Los Angeles (City Clerk's Ruling No. 15).

**Can a person in a selling business also be subject to the Professions and Occupations tax?**

Yes. Many selling businesses also perform services or repairs. Common examples would be automobile dealers, television sales and services, gas stations, etc. In these cases, it is necessary to segregate the sales and services and pay a business tax for each business activity.

**Internet-based Businesses**

Section 21.41 of the Los Angeles Municipal Code was amended to provide a business tax classification for businesses using the Internet as the primary means of providing services. Subsections (c) Internet-Based Application Service Providers and (d) Internet-Based Data Manipulation were added to Section 21.41. All taxpayers requesting to be set up under these subsections must submit a completed questionnaire that will be reviewed by Field Audit to determine the taxpayer's eligibility.

Tax Rate: \$1.01 per \$1,000 or fractional part thereof of gross receipts.

**Independent Telemarketing Agency**

Section 21.47 of the Business Tax Ordinance created a business tax classification for persons engaged in the business of marketing services or goods, wares or merchandise on behalf of three (3) or more clients continuously, none of which has any ownership interest in said person, by use of a telecommunications device at a call center <sup>141</sup>. Independent Telemarketing Agencies were formerly taxed under Sections 21.47 (Commission Brokers) and/or 21.49 (Professions and Occupations).

Tax Rate: \$3.15 per \$1,000 or fractional part thereof of gross receipts.

**Multimedia Businesses**

Section 21.41 of the Business Tax Ordinance created a business tax classification for multimedia businesses, which were previously classified under Section 21.49 (Professions and Occupations). A "Multimedia Business" shall mean a business that:

1. Produces films, disks, tapes, software or other recording devices, whether visual or audio, through the integration of two or more media, which media include, without limitation, computer generated graphics and video, film, slides, video tapes, audio tapes and photographs; or
2. Provides computer programming services on a contract or fee basis to the person defined in subsection 1 of this section, such services to include computer software design and analysis, modification of custom software, digital imaging and other related programming services; or
3. Develops online and Internet services, including the design of WEB sites, for clients. The activities of a motion picture, television or radio producer, as defined in Section 21.109 of the Business Tax Ordinance, radio or television broadcaster, as defined in Section 21.45 of the Business Tax Ordinance, and an adult entertainment business, as defined in Section 12.70B of the LAMC shall not be subject to tax under this section.

Tax Rate: \$1.01 per \$1,000 or fractional part thereof of gross receipts.

**Child Care Providers**

Section 21.41 of the Business Tax Ordinance defines child care as providing non-medical care for children under 18 years of age in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis.

Tax Rate: \$1.01 per \$1,000 or fractional part thereof of gross receipts.

**Miscellaneous Services**

Section 21.48 of the Business Tax Ordinance covers persons engaged in the business of: advertising agency, aircraft support contractor, apparel subcontractor, bookbinder, check cashing service, drapery subcontractor, heat treater, mailing service, metal plater, music teacher, public relations agency, refuse contractor, shoe shining stand or parlor operator, silk screen apparel subcontractor, temporary help agency, ticket sellers, travel agency, typesetter or wire terminator.

Tax Rate: \$3.56 per \$1,000 or fractional part thereof of gross receipts.

**Rental of Dwelling Units**

Section 21.43 of the Business Tax Ordinance covers persons who are engaged in the business of conducting or operating a hotel, rooming house, apartment house, or other dwelling units.

Tax Rate: \$1.27 per \$1,000 or fractional part thereof of gross receipts.

A Tax Registration Certificate is required for persons having four (4) or more dwelling units in the City. However, gross receipts from all in-city locations can be combined under one Tax Registration Certificate. Whenever the gross rental income from

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all locations in the City is less than \$20,000 per calendar year, a Tax Registration Certificate is not required or a tax is not due.

#### **Rental of Commercial Property**

Section 21.43 of the Business Tax Ordinance covers persons who are engaged in the business of renting or letting a building to tenants for purposes other than dwelling.

Tax Rate: \$1.27 per \$1,000 or fractional part thereof of gross receipts.

Only one Tax Registration Certificate is required from persons having more than one commercial property in the City but the gross receipts from all of these locations should be reported in the measure of tax.

This tax does not apply to persons who operate storage warehouses or indoor auto parking as they are subject to a business tax for the conduct of their businesses under ordinance Sections 21.46 and 21.49, respectively. Please refer to Section 21.43 of the Business Tax Ordinance for a complete list of exemptions.

#### **Contractor**

Section 21.188 of the Business Tax Ordinance covers persons engaged in the business of constructing, altering, repairing, or demolishing any building, highway, road or other structure.

Tax Rate: \$153.00 for the first \$60,000 or less of gross receipts plus \$1.01 per \$1,000 or fractional part thereof in excess of \$60,000. In-City Contractor pays an additional \$2.55 per \$1,000 or fraction of all salaries and fees paid for services rendered in the City in connection with out-of-city projects.

Depending on whether the contractor has a fixed place of business inside or outside the City, the following methods are used to compute the contractor's tax base:

- A. Established place of business located outside the City:  
Gross receipts consist of the total amount of contracts from projects performed within the City without any deduction for subcontracts performed by others. Subcontractors are also subject to this tax. No tax payment is required for out-of-city contractors who have zero gross receipts in the city.
- B. Established place of business located inside the City:  
Gross receipts from jobs or projects performed both inside and outside the City are reported as follows (City Clerk's Ruling No. 2):
  1. Gross receipts from the total amount of contracts from projects performed in the City without any deduction for subcontracts performed by others,
  - plus
  2. An apportionment of the total wages, salaries and fees paid to employees and consultants for services rendered in the City in connection with projects located outside the City. The apportionment rate is based on the ratio of gross receipts from projects outside the City to total gross receipts from all business activities.

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Note: When there are no projects outside the City, only gross receipts from projects in the city are reported.

#### **Commission Merchant or Broker**

Section 21.47 of the Business Tax Ordinance defines commission merchant or broker as a person who brings buyers and sellers of goods, wares or merchandise together, while serving in the capacity of an independent contractor and not as an employee of another.

Tax Rate: \$3.15 per \$1,000 or fractional part thereof of gross receipts.

Commission merchants or brokers may be entitled to an apportionment of gross receipts if they are located inside the City but have substantial activities outside the City or if they are located outside the City but have business activities inside the City (City Clerk's Ruling 3 defines a commission merchant or broker. See City Clerk's Ruling 15 for apportionment).

#### **Laundry, Cleaning and Dyeing Agent, Collector, Linen Supply and Shoe Repair**

Section 21.44 of the Business Tax Ordinance covers persons engaged in the business of washing, drying, cleaning, dyeing or pressing any clothing, or similar article of personal property, whether accomplished by hand, machine or any coin-operated machine operated by such person, his employee or any customer, or furnishing or letting the use of any towels, linens, aprons, bedding, napkins, table covers, or any other article of personal property of a similar nature, or collecting or delivering any such article as an agency or otherwise, for a fee or charge or repairing or rebuilding shoes.

Tax Rate: \$1.27 per \$1,000 or fractional part thereof of gross receipts.

Persons who also engage in retail sales and perform minor alterations or repairs to the garments of the customers at the same location need not obtain separate Tax Registration Certificates, provided that the combined gross receipts are reported under the one certificate.

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#### Personal Property Rental

Section 21.46 of the Business Tax Ordinance covers every person engaged in the business of leasing or renting any tangible personal property <sup>(1)</sup>, and not specifically taxed by other provisions of this article.

Tax Rate: \$2.55 per \$1,000 or fractional part thereof of gross receipts.

It is not required to include the gross receipts for the leasing or renting of tangible personal property when the entire use is made wholly outside the State of California.

Persons engaged in the business of renting personal property may be entitled to an apportionment of gross receipts derived from rental activities carried on both inside and outside the City [City Clerk's Ruling No. 17].

#### Auto Parks

Section 21.49 of the Business Tax Ordinance covers every person engaged in the business of conducting any automobile parking place, storage lot or storage place where motor vehicles are parked or stored, and a charge made directly or indirectly for such parking or storage.

Tax Rate: \$5.07 per \$1,000 or fractional part thereof of gross receipts.

#### Other Types of Businesses

Other types of businesses on which different tax rates apply include, but are not limited to, the following:

Amusement Park  
 Auctioneer  
 Baseball, Football, (Sporting Events, etc.)  
 Billiards, etc.  
 Bowling Alleys, Skee-ball, Shuffleboard, etc.  
 Coin-operated Amusement Machines  
 Coin-operated Phonographs and Music Machines  
 Coin-operated Scales and Service Machines  
 Christmas Tree Sales  
 Circus  
 Collection Agency  
 Dance Hall  
 Lending Money  
 Miscellaneous Trucking (Business located outside the City)  
 Motion Picture, Television and Radio Producers  
 Oil Well Production (Repealed effective 01-01-96. Now taxed under Wholesale and/or Retail Sales.)  
 Side Show, Carnival, Circus Parade  
 Storage, Freight Forwarding, Steamship Agency, Custom House Broker  
 Theater, Motion Picture/Live  
 Transporting Persons for Hire  
 Vending Machines/Routes

If you are engaged in one of the foregoing businesses, it is suggested that you contact one of the Office of Finance offices listed at the end of this booklet.

#### Taxpayer Advocate

The Taxpayer Advocate program was designed to provide personal assistance to taxpayers who have complex business tax problems. The Taxpayer Advocate will be dedicated to researching and resolving issues and complaints from taxpayers. The Taxpayer Advocate may be contacted by:

- FAX           (213) 928-9390  
                  Attn: Taxpayer Advocate
- E-Mail        [finance.advocate@lacity.org](mailto:finance.advocate@lacity.org)
- U.S. Mail    Office of Finance, Tax and Permit Division  
                  200 North Spring Street, Room 101  
                  Los Angeles, CA 90012  
                  Attention: Taxpayer Advocate
- Referral      You may be referred to the Taxpayer Advocate by any  
                  Office of Finance employee.

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If you are requesting assistance through Fax, E-mail or U.S. Mail, please include your name, account number, a brief description of your problem and a daytime telephone number.

#### City Clerk Rulings

Section 21.15 (h) of the Los Angeles Municipal Code gives the Director of Finance the authority to adopt and promulgate rules and regulations pertaining to the collection of the Los Angeles Business Tax and the enforcement of the provisions of the Business Tax Ordinance (Article 1, Chapter 2 of the Los Angeles Municipal Code). The following is general information that applies to specific activities. For additional information or a copy of any City Clerk's Ruling, please contact one of the Office of Finance offices listed at the end of this booklet. For all of the City Clerk Rulings click [here](#). City Clerk Rulings Nos. 1, 4, 5, 6 and 12 have been repealed.

#### City Clerk's Ruling No. 13 (Persons selling goods, wares and merchandise in Los Angeles, with no fixed place of business in Los Angeles)

Business Tax Classification Reference:  
Sections 21.42 and 21.44 of the Los Angeles Municipal Code:

A person who does not own, lease, occupy or otherwise maintain within the City of Los Angeles a place or premises upon which or from which such person engages in business, shall nevertheless be deemed to be engaged in business within the City of Los Angeles when, through the physical presence of such person, such person's employees, such person's agents, or such person's equipment, such person carries on activities within the City of Los Angeles which are designed to solicit, promote, stimulate, or otherwise encourage the sale of goods, wares, or merchandise.

The measure of tax for such person shall be:

- a. 35% of those gross receipts from all sales to customers located within the City of Los Angeles, where delivery or shipment is made to points within the City by vehicles operated by the taxpayer.
- b. 30% of those gross receipts from all sales to customers located within the City of Los Angeles where delivery or shipment is made to points within the City by means other than vehicles operated by the taxpayer regardless of the f.o.b. point or other conditions of sale.
- c. 30% of those gross receipts from all sales to customers located within the City of Los Angeles where delivery or shipment is made to points outside the City.

#### City Clerk's Ruling No. 14 (Person's selling goods, wares and merchandise, who have a fixed place of business in Los Angeles)

Business Tax Classification Reference:  
Sections 21.42 and 21.44 of the Los Angeles Municipal Code

A person who owns, leases, occupies or otherwise maintains within the City a place or premises upon which, or from which the person engages in the business of selling goods, wares, and merchandise in the City and whose gross receipts from such sales are attributable to business activities carried on within the City and activities carried on outside the City, may apportion such gross receipts and include in the measure of tax those gross receipts directly attributable to activities carried on within the City.

In making a calculation of gross receipts to be reported as the measure of tax, the person may deduct from 100% of gross receipts the percentage of gross receipts deemed to be directly attributable to selling activities carried on by such person outside the City of Los Angeles. For the purposes of this calculation, the person may deduct, to the extent appropriate, but in no case in an amount greater than, the following percentages of those sales, or particular categories of sales, on which the corresponding elements of the selling process are performed at a place or location outside the City:

1. Up to 30% for the location where the sale is negotiated or solicited by the taxpayer, through the physical presence of the taxpayer or the taxpayer's employees.
2. Up to 20% for the sales office which serves as the base of operations for sales activities, or if there is no sales office which serves as a base of operations, the office from which the sales activities are directed or controlled.
3. Up to 10% for the location where orders or contracts are accepted or approved. Such acceptance or approval shall be deemed to take place at the location of the office specified, in item 2 above, unless there is clear and conclusive evidence that a binding acceptance or approval occurs elsewhere.
4. Up to 20% for any facility, operated by the taxpayer, where the goods, wares or merchandise are stored immediately prior to shipment or delivery.
5. Up to 5% for the location, which gives the order for, or arranges for, the shipment or delivery of articles sold.
6. Up to 5% for the place where billing procedures are performed.
7. Up to 5% for the place where the collecting of receipts is performed.
8. Up to 5% for the place to which merchandise is delivered by vehicles operated by the taxpayer.

#### City Clerk's Ruling No. 15 (Gross receipts attributable to business engaged in within the city)

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 Business Tax Classification Reference:  
 Section 21.49

It is the ruling of the City Clerk that any person engaging in a business subject to tax under Section 21.49 of the L.A.M.C shall include in the measure of tax the total gross receipts from work performed within the City; and in addition thereto, if such person owns, leases, occupies or otherwise maintains within the City a place or premises from which such person engages in business activities outside the City, such person shall include a portion of the gross receipts from work performed outside the City in the measure of tax. In the absence of substantial information, 20% of gross receipts from work performed outside the City shall be deemed to be that portion subject to tax as attributable to business engaged in within the City.

**Other city Clerk rulings (Not otherwise included in this material)**

City Clerk's Ruling No. 2 (Contractors)

City Clerk's Ruling No. 3 (Commission Merchants, Commission Brokers, Commission Agents Dealing in Tangible Personal Property)

City Clerk's Ruling No. 7 (Application of Business Tax Ordinance to Social Clubs, Automobile Clubs, Golf and Country Clubs, Employees' Associations, etc.)

City Clerk's Ruling No. 8 (Discounts, Allowances, etc.)

City Clerk's Ruling No. 10 (Employee Retention, Demonstration and Display of Goods, Wares or Merchandise)

City Clerk's Ruling No. 11 (Federal Taxes)

City Clerk's Ruling No. 17 (Persons Leasing or Renting Tangible Personal Property)

City Clerk's Ruling No. 18 (Senior Citizen Exemption - Utility Users Tax: Claims for Refund)

City Clerk's Ruling No. 19 (Retailers Earning Finance and Other Charges on Deferred Payment Accounts)

**Business Tax Economic Incentive Area - City Business Tax Exemptions and Decreases**

Effective January 1, 1999, qualified businesses may be subject to additional business tax incentives consisting of business tax reductions or additional business tax relief. For further information, please call one of the offices listed at the end of this booklet.

**Entertainment and Multimedia Business Tax Limitations**

Section 21.27 of the Business Tax Ordinance became effective January 1, 1996 (operative 01-01-97) and applies to businesses located in either the Hollywood Redevelopment or the North Hollywood Redevelopment Areas that generate more than 50% of gross receipts from the entertainment and/or multimedia business activities. For a definition of Multimedia or Entertainment Business, call one of the offices listed at the end of this booklet.

**City of Los Angeles Business Tax Incentive Areas** have been approved by the City Council to provide business tax incentives for businesses located in certain areas of the City. Because the boundaries are specifically defined in the applicable Ordinances, please obtain a copy of the Ordinances and/or phone one of the offices listed at the end of this booklet to determine whether or not your business is located within a tax incentive area; in particular, if your business is located in South Central Los Angeles, Watts, Boyle Heights, Eastern Section of Downtown Los Angeles, Pacoima, Hollywood or North Hollywood.

**Other taxes, fees and charges commercial tenant's occupancy tax**

(When the Landlord is exempted from Payment of Business Tax for Rental of Commercial Premises)

Article 1.3, Chapter 2, of the Los Angeles Municipal Code imposes an excise tax upon every tenant renting a building or structure of any kind on land located in the City of Los Angeles for purposes other than dwelling, sleeping or lodging, or renting space. The tax which is \$1.48 per \$1,000 or less of charges attributable to each calendar quarter shall be collected from the tenant by the landlord or owner and shall be remitted to the Office of Finance on or before the last day of the month following the close of each calendar quarter.

**Transient Occupancy Tax**

Article 1.7, Chapter 2, of the Los Angeles Municipal Code imposes a tax on each transient for the privilege of occupancy in any hotel. The tax imposed shall be at a percentage rate of the rent charged by the hotel owner and/or operator and shall be remitted to the Office of Finance, effective January 1, 2005, on a monthly basis, due on or before the 25th day of the month following the close of each calendar month.

A transient is defined as:

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- A. Any person, other than an individual, who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement, for any period of time, or
- B. Any individual who personally exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement, for a period of 30 consecutive calendar days or less.

**Exempted from the tax are rentals to:**

- A. Any person as to whom, or any occupancy as to which, it is beyond the power of the City to impose the tax herein provided;
- B. Any Federal or State of California officer or employee while on official business, including an employee of a federal credit union who provides proof of being on Federal or State official business;
- C. Any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty;
- D. Any person to whom rent is charged at the rate of \$2.00 per day or less;
- E. Any person as to whom, or any occupancy as to which, rent is paid from funds administered by the Emergency Food and Shelter National Board Program.

No exemption shall be granted under items A, B, or C of the listed exemptions unless a claim is made at the time rent is collected upon a certificate distributed by the Office of Finance.

**Utility Users' Tax**

Article 1.1, Chapter 2, of the Los Angeles Municipal Code imposes a tax on telephone, electricity and gas users within the City. The tax imposed shall be at a percentage rate of the charges made for such services and shall be included in the billings of the individual utility companies which are responsible for remitting these taxes to the Office of Finance on a monthly basis.

Exemptions from payment of utility users' taxes are available to households where the combined income of all residents is less than an annual minimum amount determined by the Federal Department of Housing and Urban Development and either of the following conditions exists:

- At least one resident is 62 years of age or older, or
- At least one resident is disabled to the extent that he or she is unable to engage in any substantially gainful activity.

For detailed information regarding exemption from payment of utility users' taxes, contact the Utility Tax Exemption Unit at (213) 978-3050.

**Parking Occupancy Tax**

Article 1.15, Chapter 2, of the Los Angeles Municipal Code imposes a tax for the privilege of occupying space in any parking facility in the City of Los Angeles. The tax imposed on each occupant shall be at a percentage rate of the parking fee paid to the parking facility owner and/or operator who is responsible for remitting these taxes to the Office of Finance, effective December 1, 2004, on a monthly basis, due on or before the 25th day of the month following the close of each calendar month.

Certain persons may qualify for exemption from the Parking Occupancy Tax. Information and applications may be obtained by calling the Utility Tax Exemption Unit at (213) 978-3050.

**Sewer Service Charge**

Article 4.1, Chapter 6, of the Los Angeles Municipal Code imposes a sewer service charge for receiving, transportation, pumping, treatment and/or disposal of sewage through the City's sewer system. The sewer service charge shall be at a percentage rate for each 100 cubic feet of water supplied to the premises and shall be paid by the user through the water billings of the Department of Water and Power. Special formula billings are handled directly by the Office of Finance.

**Sanitation Equipment Charge**

Article 6.1, Chapter 6, of the Los Angeles Municipal Code imposes a charge for the collection and the disposal of household refuse for single family dwelling units and multiple dwelling units to fund the replacement of needed sanitation equipment. The specific charge for each dwelling unit will be made through the electric billings of the Department of Water and Power. The Office of Finance will bill those units not serviced by that Department. Persons qualifying for an exemption from the utility users' taxes also qualify for an exemption from this charge.

**Police Permits**

Various types of business activities are regulated through the Police Department by means of Police Commission Permits. Although the Office of Finance collects the fees, the Police Department has the regulatory responsibility and powers in these areas. Police Permits have to be renewed annually.

Each Police Permit application, except those for burglar alarms, is investigated as to any criminal background of the applicant(s); that the business is being conducted in the proper zone; and, where applicable, that nearby residents and business people are notified of a public hearing at which they may voice their approval or disapproval of the activities of some of the intended businesses. Conditional use permit provisions apply to various Police Permits.

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 Police Permits are required for all premises (residential and commercial) having burglar alarms. Alarm permittees are billed by the Office of Finance for each false alarm.

Following is a list of those Police Permits where application is made through the Office of Finance:

Alarm (burglar) on Premises  
 Antique Shop  
 Antique Show/Collector's Exchange Show-promoter  
 Arcade (game) or Arcade (picture)  
 Auto Park  
 Bath Business (public)  
 Bowling Alley  
 Café - Entertainment/Shows  
 Card Club or School (except duplicate bridge)  
 Carnival  
 Dance Hall  
 Dance, One Night (public/teenage)  
 Dancing Academy or Club  
 Escort or Escort Bureau  
 Family Billiard Room  
 Figure Studio  
 Firearms/Ammunition (Effective 11-23-97, employees of persons who sell ammunition are required to obtain this police permit.)  
 Firefighters Organization  
 Firefighters Organization - Promoter or Solicitor  
 Game, Skill/Science (if prizes are awarded)  
 Hostess Dance Hall  
 Junk Collector or Dealer  
 Key Duplicator  
 Massage Business or Therapist  
 Motion Picture Show  
 Parade  
 Pawn Broker  
 Peace Officer Organization - Promoter or Solicitor  
 Pool Room  
 \*Private Patrol Service  
 Rides (mechanical)  
 Rummage Sale  
 Sale - Closeout Removal/Fire  
 Secondhand - Auto Parts  
 Secondhand - Books/Magazines  
 Secondhand - General  
 Secondhand - Jewelry  
 Sellers of Firearms  
 Shooting Gallery  
 Skating Rink  
 \*Street Patrol Officer  
 Swap Meet Operator  
 \*Permit no longer required; however, registration is needed.

#### Fire Permits

Many types of business operations also require a Fire Permit. Payments for certain Fire Permits are made to the Office of Finance and the inspection and regulation is the responsibility of the Fire Department's Fire Prevention Bureau. These permits and inspections are necessary to ensure the general safety of the public. Following is a list of only those activities requiring Fire Permits where application is made through the Office of Finance:

Aircraft Fueling Station  
 Aircraft Refueler (Truck)  
 Airport Fueling System  
 Airport, Private  
 Assemblage Occupancy  
 Auto Fueling Station (with aboveground tank)  
 Bulk Distributing Station  
 Central Station Signaling System  
 Church (Original Fee Only)  
 Community Care Facility  
 Cylinder Filling Plant  
 Day Care Occupancy  
 Dry Cleaning Plant



City of Los Angeles  
Office of Finance  
200 North Spring St. Rm 101  
Los Angeles, CA 90012

Print Form

Submit by Email

# BUSINESS TAX APPLICATION

PLEASE NOTE that if you are involved with any type of SALES ACTIVITIES, either RETAIL or WHOLESALE, you are REQUIRED to also fill out the Tobacco Retailer's Questionnaire/Application

The following information is subject to disclosure. FOR OFFICE USE ONLY: FUND/CLASS \_\_\_\_\_ FUND/CLASS \_\_\_\_\_

Business Type (check one):  Individual  Partnership  Corporation  LLC  Trust

Please print or type:  
 Legal Name: \_\_\_\_\_  
 Do not use DBA (fictitious name) here

Business Address: \_\_\_\_\_  
 Do not use P.O. Box here Street Address City State Zip Code

Please check appropriate box  Commercial Location  Residence

Business Name (DBA): \_\_\_\_\_

Care Of (C/O): \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
 If different from Business Address Street Address or P.O. Box City State Zip Code

Please check appropriate box  Commercial Location  Residence

Starting Date of Business: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Social Security No. (SSN) - OR - Federal Employer Identification No. (FEIN): \_\_\_\_\_

Sales Tax Number (Seller's Permit): \_\_\_\_\_

Description of Business: \_\_\_\_\_  
 (Provide in Detail)

Web Address (optional): \_\_\_\_\_ <sup>1</sup>Primary Business/Professional Activity Code: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ <sup>2</sup>Secondary Business/Professional Activity Code: \_\_\_\_\_

Gross Receipts <sup>2</sup>: (if your business began prior to the current year, please complete the gross receipts information below)

Business activity <sup>3</sup> / Date activity started	Calendar Year 200	Calendar Year 200	Calendar Year 200
	Gross Receipts	Gross Receipts	Gross Receipts
a) _____	\$ _____	\$ _____	\$ _____
b) _____	\$ _____	\$ _____	\$ _____
c) _____	\$ _____	\$ _____	\$ _____

Please Note: A minimum business tax is due based on your business activity(ies) for the first year of operation.

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge the foregoing is true, correct and complete. <sup>4</sup>

Signature of Owner or Agent \_\_\_\_\_ Date \_\_\_\_\_

Print name of Owner or Agent \_\_\_\_\_

Daytime Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

<sup>1</sup> This is the 5-digit Primary / Principal Business or Profession Activity Code reported on your Federal Tax Return. A Secondary business activity is one that comprises at least \$1,000,000 and 40% of your gross receipts. Go to [lacity.org/finance/pdf/NAICSCODES.pdf](http://lacity.org/finance/pdf/NAICSCODES.pdf) for a NAICS code listing.

<sup>2</sup> If your business is located within the City of Los Angeles and a portion of your gross revenue is derived from outside the City, or your business is located outside the City and a portion of your gross revenue is derived from inside the City, then applicable apportionment formulas may reduce your tax liability.

<sup>3</sup> Due to the large number of various business activities described under LAMC Section 21.53 to 21.197, it is not practical to list each separately. For specific activities and rates, contact the Office of Finance or visit our website @ [www.lacity.org/finance](http://www.lacity.org/finance).

<sup>4</sup> By completing this form and submitting it to the Office of Finance in an electronic format, such as email, you agree that the submitted form has the same legal effect, validity and enforceability of a form submitted to us via US mail or in person. You also agree that the aforementioned form legally represents a document sent by you or your legal representative.



**Attachment C:**

**Insurance and Bonds**

CITY OF LOS ANGELES

**NEW INSTRUCTIONS AND INFORMATION**

**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

**ATTENTION: "Insured, Producer, and Insurer" (Share this information with your Insurance Agent or Broker.) CITY'S NEW ONLINE INSURANCE COMPLIANCE SYSTEM (Track4LA™)**

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the types of coverage and minimum dollar amounts specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit normally**, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry Form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access Track4LA™ at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**NOTICE:** as you navigate through the system questions, you will get to #2. "Filling out the ACORD form 25" on that page you will be asked to ENTER the email address of the recipient/s of whom you would like to receive an approved copy of the insurance certificate. PLEASE (CC :) A COPY TO **THE BOARD OF PUBLIC WORKS AT [grace.hernandez@lacity.org](mailto:grace.hernandez@lacity.org)** this will enable us to obtain a copy of your insurance submittal that is **required** by the Board of Public Works.

Insurance industry certificates other than the ACORD 25 may be accepted. All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or Blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

**Acceptable Alternatives to Acord Certificates and other Insurance Certificates:**

. A copy of the full insurance policy which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.

. Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval.

**Additional Insured Endorsements DO NOT apply to the following:**

- . Indication of compliance with statute, such as Workers' Compensation Law.
- . Professional Liability insurance.

Completed Insurance Industry Certificates other than ACORD 25 Certificates can be sent electronically ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)) or faxed to the Office of the City Administrative Officer,

Risk Management (213) 978-7616. Please note that submissions other than through Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking Track4LA™, the City's online insurance compliance system, at <http://track4la.lacity.org>

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through Track4LA™ at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

**NOTICE:** as you navigate through the system questions, you will get to #2. "Filling out the ACORD form 25" on that page you will be asked to ENTER the email address of the recipient/s of whom you would like to receive an approved copy of the insurance certificate. PLEASE (CC :) A COPY TO **THE BOARD OF PUBLIC WORKS AT [grace.hernandez@lacity.org](mailto:grace.hernandez@lacity.org)** this will enable us to obtain a copy of your insurance submittal that is **required** by the Board of Public Works.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement <http://cao.lacity.org/risk/InsuranceForms.htm>.

A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverage's** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

### Required Insurance and Minimum Limits

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

Date: 03/23/2012

Agreement/Reference: Receipt Processing and Reuse of Organic Material

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory  
EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers  
 Jones Act

**General Liability**

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

**Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

**Crime Insurance**

Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER     INSURED	<p style="text-align: center; font-weight: bold; font-size: small;">THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 2px;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left; padding: 2px;">NAIC #</th> </tr> <tr> <td style="padding: 2px;">INSURER A:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER B:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER C:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER D:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER E:</td> <td style="padding: 2px;"></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADDL LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE   OCCUR				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY   PRO-JECT   LOC				
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY OCCUR   CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	DEDUCTIBLE RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				INC STATUTORY LIMITS   OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(jies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**City of Los Angeles  
Request for Waiver  
Workers' Compensation Insurance Requirement**

**Business**

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Legal Form     Sole Proprietor     Limited Partnership     General Partnership     Corporation  
                   Business Trust         Limited Liability Company     Other: \_\_\_\_\_

Contact Person (Name and Telephone): \_\_\_\_\_

**City Reference**

City Agency \_\_\_\_\_ Contact Name/Telephone \_\_\_\_\_

Document Reference: \_\_\_\_\_ Any work performed on City Premises?     Yes     No  
(bid, contract, job no., location, etc.)

Nature of work to be performed for City: \_\_\_\_\_

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**Declaration:**

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the City of Los Angeles harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the City of Los Angeles waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

**Signature**

**Risk Management Approval:**

\_\_\_\_\_  
Owner, Officer, Director, Partnership or other Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

City of Los Angeles  
**Applicant's Declaration of Self-Insurance**

It is hereby RESOLVED that:

Name and Address of Organization:
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which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor  
 Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
(type of coverage)  
of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:

**Declaration**

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
(Place)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_  
(Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:



**Attachment D:**

**Business Inclusion Program Requirements**

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)  
FOR A REQUEST FOR PROPOSAL (RFP)**

Performance of a BIP outreach to *Minority Business Enterprises (MBE)*, *Women Business Enterprises (WBE)*, *Small Business Enterprises (SBE)*, *Emerging Business Enterprises (EBE)*, *Disabled Veteran Business Enterprises (DVBE)*, and *Other Business Enterprises (OBE)* subconsultants must be completed on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

The Bureau of Sanitation anticipated levels of

MBE Participation:	13_%
WBE Participation:	1_%
SBE Participation:	7_%
EBE Participation:	1_%
DVBE Participation:	1_%

NOTE: BIP outreach information and/or assistance may be obtained through the City's Bureau of Sanitation, Centralized Contract Unit at (213) 485-2349 or via e-mail at [Tj.Knight@lacity.org](mailto:Tj.Knight@lacity.org)

**CITY OF LOS ANGELES' POLICY  
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

**SUMMARY**

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate an outreach on the BAVN to comply with the indicators will render the bid non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to the Awarding Authority shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

**B. DEFINITIONS**

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least 51 percent owned by *one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women;* and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
  - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed \$3.5 million.
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program,

Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least 51 percent owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
  6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
  7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
  8. Certification must be current on the date the Awarding Authority awards a contract for the project if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
    - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- 1) City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684 FAX: (213) 847-2777  
Internet address: <http://www.lacity.org/BCA>
- 2) CalTrans

Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit  
1900 Royal Oaks Drive, Sacramento, CA 95815  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>

3) Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>

4) Southern California Minority Business Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960 Fax: (213) 689-1707  
Internet address: <http://www.scmdbdc.org>

b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.

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9. ~~Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.~~

10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.

11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as

a subcontractor.

12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
  - b. Work performed by a prime consultant will not be considered for credit in computing any pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation for this project. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated participation levels through subconsulting or materials and supplies acquisition.
  - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
  - d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
  - e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.

- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

**C. BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage (<http://www.lacity.org>) and linking onto "Bids, RFPs & Grants" or directly at [www.labavn.org](http://www.labavn.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a bidder's BIP Outreach will be determined by the Awarding Authority after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at [ita.bavn@lacity.org](mailto:ita.bavn@lacity.org).
2. Email [Tj.Knight@lacity.org](mailto:Tj.Knight@lacity.org).
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call the City's Bureau of Sanitation, Centralized Contract Unit at (213) 485-2349.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

*Each indicator (2-6) is evaluated on a pass/fail basis. All indicators (2-6) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidders name will be evaluated. Therefore submission by a third party will result in the bidder being deemed non-responsive.*

1	<b>LEVEL OF ANTICIPATED MBE/WBE PARTICIPATION</b>
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The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the proposer meet the subconsulting expectations for the project.

2	<b>ATTENDED PRE-BID MEETING</b>
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The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

**Required Documentation:** An employee of the proposer's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

**Note:** If the RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b>
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The proposer has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFP response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFP



submission deadline.

4	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
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All notifications must be provided utilizing BAVN, and made not less than fifteen (15) calendar days prior to the date the Prime Bid/Proposal is required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each item of work to be performed.

**Required Documentation:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the proposer is aware of a potential subconsultant that is not currently registered on the BAVN, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their outreach. Letters must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subcontractors that need to be notified for each work area.

# of Subcontractors in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

**Note:** Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording seriously limits potential subconsultant responses. City

staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>
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The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

6	<b>NEGOTIATED IN GOOD FAITH</b>
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The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

**Required Documentation:**

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
  - 1) The responses and/or bids received;
  - 2) The name of the subconsultant who submitted the bid/quote;
  - 3) A brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary

Sheet. To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer's Schedule A. All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.

The summary sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. If a bid/quote is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their summary sheet. A proposer's failure to utilize the BAVN's summary sheet function will result in their RFP response being deemed non-responsive.

**Note:** Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their summary sheet on the BAVN's BIP Outreach summary sheet function after 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the proposer shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Awarding Authority in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be

submitted promptly upon request by the Awarding Authority.

**D. AWARD OF CONTRACT**

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose proposal complies with all requirements prescribed herein. This includes compliance with the required Business Inclusion Program Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the Awarding Authority considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the proposer an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the proposer's BIP Outreach evaluation.

**E. SUBCONSULTANT SUBSTITUTION**

In addition to the requirements set forth in the provisions pertaining to the listing of subconsultants, the following shall apply for the purpose of this program:

1. **Substitution During Contract Duration:** The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution:** The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
    1. Name of company contacted; contact person and telephone number; date and time of contact.
    2. Response for each item of work which was solicited, including dollar amounts.
    3. Reason for selection or rejection of sub-bid prospect.

4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Centralized Contract Unit at (213) 485-2349 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

I. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a) The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b) The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. **SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. **SUBMITTAL DOCUMENTS**

1. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.

2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)

During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

3. Final Subcontracting Report (Schedule C)

Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

H. **RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

Rev. 07/01/11 (Citywide RFP – BAVN BIP)

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title
---------------

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="border-top: 1px solid black; margin-bottom: 10px; text-align: center;">Signature of Person Completing this Form</div> <div style="border-top: 1px solid black; margin-bottom: 10px; text-align: center;">Printed Name of Person Completing this Form</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span style="border-top: 1px solid black; width: 40%;"></span> <span style="border-top: 1px solid black; width: 40%;"></span> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Title</span> <span>Date</span> </div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

**MUST BE SUBMITTED WITH PROPOSAL**

**SCHEDULE B  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
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Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/SBE/EBE/DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:
	DOLLARS	PERCENT	
TOTAL MBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form:
TOTAL WBE PARTICIPATION	\$	%	
TOTAL SBE PARTICIPATION	\$	%	
TOTAL EBE PARTICIPATION	\$	%	Title: _____ Date: _____
TOTAL DVBE PARTICIPATION	\$	%	
TOTAL OBE PARTICIPATION	\$	%	



**SCHEDULE C  
CITY OF LOS ANGELES  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>
<b>Company Name</b>	<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

\* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

**Attachment E: Living Wage Ordinance and Service Contractor Worker  
Retention Ordinance**

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## **Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Attachment/Appendix \_\_\_\_, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>. The List of Statutory Exemptions is included in the Attachment/Appendix.

**CITY OF LOS ANGELES  
LIVING WAGE ORDINANCE  
(Los Angeles Administrative Code Section 10.37 et seq.)**

**1. What is the Living Wage Ordinance?**

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

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**2. When was the Ordinance adopted?**

The LWO was adopted in May, 1997 and amended in January, 1999.

**3. What types of agreements are subject to the Ordinance?**

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.

- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

**4. Is an agreement subject to the LWO if it was entered into before May, 1997?**

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

**5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?**

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

**6. Are all employees covered by the Ordinance?**

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**7. Are an employer's subcontractors subject to the requirements of the Ordinance?**

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

**8. What happens if an employer is found to be in violation of the Ordinance?**

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

**9. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

## **10. What can an employee do if an employer is in violation of the Ordinance?**

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

## **11. Are there any exemptions available under the Ordinance?**

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

## **12. Who is responsible for the administration and enforcement of the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
  - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
  - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)).** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child

Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under.") A copy of the IRS 501(c)(3) Exemption Letter will be required.

b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**

a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.

b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.

c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.

d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).

(1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).

(2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).

(3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.



## CITY OF LOS ANGELES

### **Service Contractor Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)**

#### **1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

#### **2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

#### **3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

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#### **4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

#### **5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than \$15.00 per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

~~The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.~~

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

## LWO - DEPARTMENTAL EXEMPTION APPLICATION

### EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

#### TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_
4. Type of Service Provided: \_\_\_\_\_

#### EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</li> <li>▪ The exemption is valid for all employees except Child Care Workers.</li> <li>▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</li> <li>▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. <b>ATTACH</b> a copy of your 501(c)(3) letter from the IRS.</li> <li>2. <b>ANSWER</b> the following questions:               <ol style="list-style-type: none"> <li>A. <b>STATE</b> the hourly wage of <b>HIGHEST</b> paid employee in the organization: \$ _____</li> <li>B. <b>STATE</b> the hourly wage of <b>LOWEST</b> paid employee in the organization: \$ _____</li> <li>C. <b>MULTIPLY B</b> by 8: \$ <u>0</u> _____</li> </ol> </li> <li>3. Based on Question 2 above, is <b>A</b> less than <b>C</b>?  <input type="checkbox"/> YES <input type="checkbox"/> NO                If NO, your company is <b>NOT eligible</b> for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?  <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Print Name of Person Completing This Form \_\_\_\_\_

Signature of Person Completing This Form \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

**ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.**

#### AWARDING DEPARTMENT USE ONLY:

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

Approved / Not Approved - Reason: \_\_\_\_\_

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

Date: \_\_\_\_\_

## LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

### OCC DETERMINATION/APPROVAL REQUIRED

**This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.
EXEMPTION INFORMATION: CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.
TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City  AND Copies of each of these employees' occupational licenses.
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____	Phone # _____
_____	Date _____
ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Contract #: _____
Dept Contact: _____	Contact Phone: _____
OCC USE ONLY:	
Approved / Not Approved -- Reason: _____	
By OCC Analyst: _____	Date: _____

## LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

### EXEMPTION THAT REQUIRES OCC APPROVAL

**This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____ Phone Number: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____	
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____	
SECTION I: BUSINESS INFORMATION	
CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:	
PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
<input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. Effective July 1, 2012, my gross annual revenues for all of my businesses are less than \$471,870 for the 2011 calendar year.	ATTACH 2011 IRS Tax Returns listing gross revenues for ALL of your business(es).
<input type="checkbox"/> I have (a) business(es) on City premises, and effective July 1, 2012, my gross annual revenues from all my business(es) on City premises are less than \$471,870 for the 2011 calendar year.	ATTACH 2011 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.
If you <b>DID NOT</b> check off ANY boxes in PART A, your company IS <b>NOT ELIGIBLE FOR AN EXEMPTION.</b> If you checked off ANY boxes in PART A, continue to Section II.	
SECTION II: EMPLOYEE INFORMATION	
CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:	
PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises).	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.  OR Payrolls for the nine (9) months you would like to have reviewed.
<input type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	
If you <b>DID NOT</b> check off ANY boxes in PART C, your company IS <b>NOT ELIGIBLE FOR AN EXEMPTION.</b> If you checked off ANY box in PART C, <b>ATTACH</b> supporting documentation, <b>SIGN, AND SUBMIT EXEMPTION FORM.</b>	
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____	Phone # _____
	Date _____
ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

**LWO - OCC SMALL BUSINESS EXEMPTION EMPLOYEE WORKSHEET**

**EXEMPTION THAT REQUIRES OCC APPROVAL TO BE VALID**

This worksheet must be completed for EACH company or business for which you have a controlling interest, whether or not it is on City premises. You may COPY THIS FORM as necessary for EACH company. Include the names of ALL PERSONS employed by EACH company, and the number of hours worked each month for the current year. ATTACH this form(s) to LW-26A.

1. Company Name: \_\_\_\_\_ Company Phone: \_\_\_\_\_  
2. Company Address: \_\_\_\_\_

EMPLOYEE NAME	HOURS WORKED												TOTAL
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
<b>4. TOTAL HOURS</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Check each box indicating which nine (9) months you would like to be reviewed:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6a. TOTAL HOURS for the nine (9) months selected in 5 above : \_\_\_\_\_ 6b. DIVIDE 6a by 9: 0 \_\_\_\_\_ 6c. Is 6b less than 1,214?  YES  NO

7. If 6c is NO, then this contract IS NOT ELIGIBLE FOR AN EXEMPTION. If 6c is YES, SIGN and ATTACH this form to LW-26A.

I certify under penalty of perjury that the information herein is true and correct to the best of my knowledge. I will provide further documentation and proof upon request. I understand that the submission of false information may lead to the revocation of any approved exemption.

Print Name of Person Completing this Form \_\_\_\_\_  
Title \_\_\_\_\_ Phone # \_\_\_\_\_

Signature of Person Completing this Form \_\_\_\_\_  
Date \_\_\_\_\_

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

**Attachment F: Los Angeles Residence Information Form**

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Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

I. Corporate or Main Office Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

II Total Number of Employees in Organization: \_\_\_\_\_

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

\_\_\_\_\_ and \_\_\_\_\_ %



**Attachment G: Non-Collusion Affidavit**

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NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, \_\_\_\_\_, depose and say that I am  
\_\_\_\_\_, of \_\_\_\_\_  
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, City Attorney's Office, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: \_\_\_\_\_ at \_\_\_\_\_  
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

\_\_\_\_\_  
(Signature)

**Attachment H: Municipal Lobbying Ordinance/ Bidder Certification CEC  
Form 50**

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# Municipal Lobbying Ordinance

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◆◆◆ Los Angeles Municipal Code §§ 48.01 *et seq.*

*Last Revised July 21, 2008*

Prepared by



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**Los Angeles Municipal Lobbying Ordinance  
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**Municipal Lobbying Ordinance**  
*Los Angeles Municipal Code Chapter IV, Article 8*  
Repealed and Re-added by Ordinance No. 169916, effective 8/10/94.

**SEC. 48.01**            **Title and Findings**  
*Amended by Ordinance No. 169916, effective 8/10/94.*

- A.    **Title.** This Article shall be known and may be cited as the Los Angeles Municipal Lobbying Ordinance.
- B.    **Findings.** The following findings are adopted in conjunction with the enactment of this Article:
1.    City Government functions to serve the needs of all citizens.
  2.    The citizens of the City of Los Angeles have a right to know the identity of interests which attempt to influence decisions of City government, as well as the means employed by those interests.
  3.    All persons engaged in compensated lobbying activities aimed at influencing decisions by City government must, when so engaged, be subject to the same regulations, restrictions and requirements, regardless of their background, training or other professional qualifications or license.
  4.    Complete public disclosure of the full range of activities by and financing of lobbyists and those who employ their services is essential to the maintenance of citizen confidence in the integrity of local government.
  5.    It is in the public interest to ensure that lobbyists do not misrepresent facts, their positions, or attempt to deceive officials through false communications, do not place City officials under personal obligation to themselves or their clients, and do not represent that they can control the actions of City officials.
  6.    It is in the public interest to adopt these amendments to the City's regulations of lobbyists to ensure adequate and effective disclosure of information about efforts to lobby City government.

**SEC. 48.02**            **Definitions**  
*Amended by Ordinance No. 169916, effective 8/10/94.*  
*Amended by Ordinance No. 172479, effective 4/10/99.*  
*Amended by Ordinance No. 175432, effective 9/28/03.*  
*Amended by Ordinance No. 178064, effective 1/15/07.*  
*Amended by Ordinance No. 178356, effective 3/12/07.*

The following terms used in this Article shall have the meanings set forth below. Other terms used in this Article shall have the meanings set forth in the California Political

Reform Act of 1974, as amended, and in the regulations of the California Fair Political Practices Commission, as amended, if defined therein.

**"Activity expense"** means any payment, including any gift, made to or directly benefiting any City official or member of his or her immediate family, made by a lobbyist, lobbying firm, or lobbyist employer.

**"Agency"** means the City of Los Angeles or any department, bureau, office, board, commission, other agency of the City, or any other government agency, required to adopt a conflict of interest code subject to City Council approval, and includes the City's Community Redevelopment Agency and the Los Angeles City Housing Authority.

**"At the behest"** means under the control of, at the direction of, in cooperation, consultation, coordination, or concert with, at the request or suggestion of, or with the express prior consent of any elective City officer or candidate for elective City office. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate if the donation is solicited through a newspaper publication, through radio, television, or other mass media, or through a suggestion made to the entire audience at a public gathering. A donation to a religious, charitable, or other nonprofit organization is not made at the behest of an elective City officer or candidate solely because the name of the officer or candidate is listed with other names on written materials used to request donations or the officer or candidate makes a speech to the entire audience or is honored and given an award at an event sponsored by the organization.

**"Attempting to influence"** means promoting, supporting, opposing or seeking to modify or delay any action on municipal legislation by any means, including but not limited to providing or using persuasion, information, statistics, analyses or studies. A person attempts to influence municipal legislation when he or she engages in lobbying activities for the purpose of influencing a decision.

**"City official"** means any elective or appointed City officer, member, employee or consultant (who qualifies as a public official within the meaning of the Political Reform Act) of any agency, who, as part of his or her official duties, participates in the consideration of any municipal legislation other than in a purely clerical, secretarial or ministerial capacity.

**"Client"** means both

- (1) the person who compensates a lobbyist or lobbying firm for the purpose of attempting to influence municipal legislation and
- (2) the person on whose behalf a lobbyist or lobbying firm attempts to influence such municipal legislation, even if the lobbyist or lobbying firm is compensated by another person for such representation.

However, if a lobbyist or lobbying firm represents a membership organization and individual members of that organization, an individual member is not a client solely



because the member is individually represented by the lobbyist or lobbying firm unless the member makes a payment for such representation in addition to usual membership fees.

**"Compensated services"** means services for which compensation was paid during a reporting period or for which the lobbyist or lobbying firm became entitled to compensation during that period.

**"Controlled committee"** means any committee controlled by an elective City officer or candidate for any elective City office, including any campaign, officeholder, legal defense fund, or ballot measure committee.

**"Direct communication"** means appearing as a witness before, talking to (either by telephone or in person), corresponding with, or answering questions or inquiries from, any City official or employee, either personally or through an agent who acts under one's direct supervision, control or direction.

**"Donation"** means a payment for which full and adequate consideration is not received.

**"Elective city officer"** means the Mayor, City Attorney, Controller and Member of the City Council.

**"Elective officer"** means any person who is a City Council Member, City Attorney, Controller or Mayor, whether appointed or elected.

**"Fundraiser"** means an individual who receives compensation to engage in fundraising activity as defined in this section.

**"Fundraising activity"** means soliciting a contribution or hosting or sponsoring a fundraising event or hiring a fundraiser or contractor to conduct any event designed primarily for political fundraising at which contributions for an elective City officer, candidate for elective City office, or any of his or her controlled committees are solicited, delivered or made.

**"Host or sponsor"** means to provide the use of a home or business to hold a political fundraising event without charging market value for the use of that location; to ask more than 25 persons to attend the event; to pay for at least a majority of the costs of the event; or to provide the candidate, campaign, committee and/or fundraiser more than 25 names to be used for invitations to the event.

**"Lobbying activities"** includes the following and similar compensated conduct when that conduct is related to a direct communication to influence any municipal legislation:

- (1) engaging in, either personally or through an agent, written or oral direct communication with a City official;
- (2) drafting ordinances, resolutions or regulations;

- (3) providing advice or recommending strategy to a client or others;
- (4) research, investigation and information gathering;
- (5) seeking to influence the position of a third party on municipal legislation or an issue related to municipal legislation by any means, including but not limited to engaging in community, public or press relations activities; and
- (6) attending or monitoring City meetings, hearings or other events.

**"Lobbying entity"** means a lobbyist, lobbying firm or lobbyist employer, as defined in this article.

**"Lobbying firm"** means any entity, including an individual lobbyist, which receives or becomes entitled to receive \$1,000 or more in monetary or in-kind compensation for engaging in lobbying activities (either personally or through its agents) during any consecutive three-month period, for the purpose of attempting to influence municipal legislation on behalf of any other person, provided any partner, owner, shareholder, officer or employee of the entity qualifies as a lobbyist. Compensation does not include reimbursement of or payment for reasonable travel expenses. An entity receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this article or is received for other activities as well; however, only that portion of compensation received for the lobbying activities shall count toward the qualification threshold. An entity **"becomes entitled to receive compensation"** when the entity agrees to provide services regulated by this Article, or performs those services, whether or not payment is contingent on the accomplishment of the client's purposes.

**"Lobbyist"** means any individual who is compensated to spend 30 or more hours in any consecutive three-month period engaged in lobbying activities which include at least one direct communication with a City official or employee, conducted either personally or through agents, for the purpose of attempting to influence municipal legislation on behalf of any other person.

Compensation does not include reimbursement of or payment for reasonable travel expenses. A person receives compensation within the meaning of this definition whether or not the compensation is received solely for activities regulated by this Article or is received for both lobbying activities and other activities as well. However, only the compensation for the lobbying activities shall be calculated to determine whether an individual qualifies as a lobbyist. An individual **"becomes entitled to receive compensation"** when the individual or the entity in which the individual is an employee, partner, owner, shareholder or officer, agrees to provide services regulated by this Article, or performs those services, regardless of whether payment is contingent on the accomplishment of the client's purposes. A lobbyist includes a person who owns an investment in a business entity if that person attempts to influence municipal legislation on

behalf of the business entity and if the person acquires the investment as compensation for his or her lobbying services or in contemplation of performing those services.

**"Lobbyist employer"** means an entity, other than a lobbying firm, that employs a lobbyist in-house to lobby on its behalf.

**"Major filer"** means any person who makes payments or incurs expenditures totaling \$5,000 or more during any calendar quarter for public relations, media relations, advertising, public outreach, research, investigation, reports, analyses, studies, or similar activities, for the purpose of attempting to influence action on any proposed or pending matter of municipal legislation, if these payments or expenditures are not required to be reported on a lobbyist or lobbying firm quarterly report. A "major filer" does not include a lobbyist, lobbyist employer, or lobbying firm. Expenditures and payments for regularly published newsletters or other routine communications between an organization and its members shall not be counted for the purpose of this definition.

**"Municipal legislation"** means any legislative or administrative matter proposed or pending before any agency (as defined in this Article), including but not limited to those involving the granting, denial, revocation, restriction or modification of a license, permit or entitlement for use (including all land use permits) if the Mayor, the City Council, any of its committees, any agency board, commission, committee, or general manager, or any agency officer or employee charged by law with holding a hearing and making a decision, is charged by law with making a final decision on the matter. However, "municipal legislation" does not include any of the following:

- (1) A request for advice or for an interpretation of laws, regulations, City approvals or policies, or a direct response to an enforcement proceeding with the City Ethics Commission.
- (2) Any ministerial action. An action is ministerial if it does not require the City official or employees involved to exercise discretion concerning any outcome or course of action.
- (3) Any action relating to the establishment, amendment, administration, implementation or interpretation of a collective bargaining agreement or memorandum of understanding between an agency and a recognized employee organization, or a proceeding before the Civil Service Commission or the Employee Relations Board. Further, it does not include management decisions as to the working conditions of represented employees that clearly relate to the terms of such collective bargaining agreement or memorandum of understanding. Nevertheless, "municipal legislation" does include any action relating to collective bargaining taken by the City Council, any of its committees or members (including the staffs of such members), or by the Mayor or his or her office.

- (4) Preparation or compilation of any radius map, vicinity map, plot plan, site plan, property owners or tenants list, abutting property owners list, photographs of property, proof of ownership or copy of lease, or neighbor signatures required to be submitted to the City Planning Department.

**"Person"** means any individual, business entity, trust corporation association, committee, or any other organization or group of persons acting in concert.

**"Solicit"** means to ask, personally or through an agent, that another person make a contribution to an elective City officer or candidate for City office, or to his or her controlled committee, including allowing one's signature to be used on a written request for funds. For purposes of this article, a lobbying entity solicits a contribution only when the lobbying entity does so

- (i) at the behest of the elective City officer or candidate for elective City office, or his or her campaign treasurer, campaign manager, or member of his or her fundraising committee, or
- (ii) if the lobbying entity has informed the candidate or officer that the person is soliciting the contributions.

A person does not solicit, however, by making a request for funds publicly to at least a majority of persons who attend any public gathering, or by making a request that appears published in a newspaper, on radio or television.

**SEC. 48.03**

**Exemptions**

*Amended by Ordinance No. 169916, effective 8/10/94.*

The following persons are exempt from the requirements of this Article:

- A. Any public official acting in his or her official capacity, and any government employee acting within the scope of his or her employment.
- B. A newspaper or other regularly published periodical, radio or television station or network, including any individual who owns, publishes or is employed by such newspaper, periodical or station or network, when, in the ordinary course of its business, it publishes or broadcasts news, editorials or other comments, or paid advertising, which directly or indirectly attempts to influence action on municipal legislation. This exemption does not apply to any other action by any such newspaper, periodical, station or network, or by any such person, to attempt to influence municipal legislation, if such activity otherwise regulated by this Article.
- C. A person acting without any compensation or consideration other than reimbursement or payment of reasonable travel expenses.

- D. Any person whose only activity is submitting a bid on a competitively bid contract, submitting a written response to or participating in an oral interview for a request for proposals or qualifications, or negotiating the terms of a written agreement with any City agency if selected pursuant to that bid or request for proposals or qualifications. Except with regard to persons covered by subsections E and F, this exemption shall not apply to any person who attempts to influence the action of the Mayor or Mayor's staff, any member of the City Council or their staffs, or any board or commission member with regard to any such contract.
- E. Any organization exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, which receives funding from any federal, state or local government agency for the purpose of representing the interests of indigent persons and whose primary purpose is to provide direct services to those persons, if the individual or individuals represented by the organization before any City agency provide no payment to the organization for that representation. This exemption shall not apply to direct contracts with a City official in other than a publicly noticed meeting, for the purpose of attempting to influence a City decision with regard to any City funding which the organization is seeking.
- F. Any person employed by an organization described in Subsection E with respect to his or her activities as an employee of the organization.

**SEC. 48.04**

**Prohibitions**

*Amended by Ordinance No. 169916, effective 8/10/94.*

No lobbyist or lobbying firm subject to the requirements of this Article shall:

- A. ~~Do any act with the purpose and intent of placing any City official under personal obligation to the lobbyist, the lobbying firm, or to the lobbyist's or firm's employer or client.~~
- B. Fraudulently deceive or attempt to deceive any City official with regard to any material fact pertinent to any pending or proposed municipal legislation.
- C. Cause or influence the introduction of any municipal legislation for the purpose of thereafter being employed or retained to secure its passage or defeat.
- D. Cause any communication to be sent to any City official in the name of any nonexistent person or in the name of any existing person without the consent of such person.
- E. Make or arrange for any payment to a City official, or act as an agent or intermediary in making any such payment by any other person, if the arrangement or the payment would violate any provision of the City's Governmental Ethics Ordinance (Los Angeles Municipal Code Section 49.5.1, et seq.)

**SEC. 48.05 Record Keeping Responsibilities**  
*Amended by Ordinance No. 175432, effective 9/28/03.*

- A. Lobbying entities and major filers shall prepare and retain detailed records (including all books, papers and other documents) needed to comply with the requirements of this Article. Treasurers and fundraisers for elective City officeholders and City candidates, or for any elective City officer's or City candidate's controlled committees shall prepare and retain detailed contribution activity records for any contributions received as a result of fundraising activity engaged in by a lobbyist, lobbying firm or lobbyist employer, as defined by this article. These records shall be retained for not less than four years.
- B. If a lobbying entity engages in fundraising activities as defined in Section 48.02 of this Code at the behest of a candidate or officeholder running for elective City office, the lobbying entity shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities.
- C. If an officeholder or a candidate running for elective City office contracts with a lobbying entity to engage in fundraising activity as described in Section 48.02 of this Code, the committee treasurer and fundraiser shall maintain records detailing any contributions that they know or have reason to know resulted from the fundraising activities. The treasurer and fundraiser shall make the records available to the lobbying entity upon request of the lobbying entity.
- D. If a lobbying entity delivers or sends written communications to a certified neighborhood council in an attempt to influence municipal legislation as described in Section 48.08.B of this Article, the lobbying entity shall prepare and maintain detailed records of these written communications for not less than four years.

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**SEC. 48.06 Registration/Disclosure Forms**  
*Amended by Ordinance No. 177105, effective 12/18/05.*

All lobbyist and lobbying firm registrations, and all other statements and reports required by this Article shall be verified under penalty of perjury and shall be filed on forms provided by the City Ethics Commission and as otherwise required by this Article in section 48.06.1.

Any paper report or statement properly addressed and bearing the correct postage shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.

**SEC. 48.06.1 Online Filing of Lobbying Registration and Disclosure Statements**

*Added by Ordinance No. 177105, effective 12/18/05.*

- A. Any person required by this Article to file registration and quarterly report statements with the City Ethics Commission shall file those statements online, using the Commission's Lobbyist Electronic Filing System (LEFS). Once any person is required to file registration and quarterly report statements online, that person shall continue to file statements online until the person's status as a lobbyist, lobbying firm or lobbyist employer has officially terminated. Any person who qualifies as a "Major Filer" as defined in section 48.02 of this Article is not subject to this online filing requirement.
  - B. A person required by subsection A to file statements online also shall file a paper copy of each statement required by this Article. Each paper copy of a required statement shall contain an original signature. Paper copies of statements shall continue to be filed until the person's status as a lobbyist, lobbying firm or lobbyist employer has officially terminated. Until otherwise permitted under City law, the signed paper copy shall continue to be the original statement for audit and other legal purposes.
  - C. In addition to any late filing penalties that may be imposed for a late filing of a paper copy pursuant to this Article, any person who fails to comply with the online filing requirement of this section will, in addition, be subject to an additional late filing penalty of \$25 per day after the deadline for the filing of the online copy.
  - D. The information contained on a statement filed online shall be the same as that contained on the paper copy of the same statement that is filed with the Commission.
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- E. The Lobbyist Electronic Filing System (LEFS) is an internet-based, interactive computer program developed by the Los Angeles City Ethics Commission and available on its website and allows persons to file, view and search statements and reports filed with the Commission online.

**SEC. 48.07 Registration**

*Amended by Ordinance No. 172479, effective 4/10/99.*

*Amended by Ordinance No. 175028, effective 2/5/03.*

- A. **Requirement.** An individual who qualifies as a lobbyist shall register with the City Ethics Commission within 10 days after the end of the calendar month in which the individual qualifies as a lobbyist. A person, including an individual lobbyist, shall register with the City Ethics Commission as a lobbying firm within 10 days after the end of the calendar month in which a partner, owner, shareholder, officer or employee qualifies as a lobbyist. If a person is not registered as a lobbyist or lobbying firm, but is performing acts which would require that person to so register,

that person may continue to act as a lobbyist or lobbying firm so long as the person registers with the City Ethics Commission within 10 days after the person knew or should have known of the obligation to register. A lobbyist or lobbying firm shall register each client on whose behalf or from which the lobbyist or lobbying firm receives or becomes entitled to receive \$250 or more in a calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation.

- B. **Duration of Status.** A person who registers as a lobbyist or lobbying firm shall retain that status through December 31 of that year unless and until that person terminates the status as set forth below.
- C. **Registration Fees.** Every lobbyist shall pay an annual registration fee of \$450 plus \$75 for each client on whose behalf or from which the lobbyist receives or becomes entitled to receive \$250 or more in a calendar quarter. Persons who initially register during the last quarter of a calendar year (October through December) shall pay prorated registration fees of \$337 for each lobbyist plus \$56 for each client.
- D. **Contents of Registration Statements — Lobbyists.** Registration statements of lobbyists shall contain the following:
1. The lobbyist's name, business address, and business telephone number.
  2. The lobbying firm, if any, of which the lobbyist is an employee, partner, officer or owner.
  3. If the lobbyist is not an employee, partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer, together with a letter from the employer authorizing the lobbyist to lobby on behalf of the employer.
  4. Each City agency that the lobbyist has the authority to attempt to influence on behalf of any client or employer.
  5. A statement that the lobbyist has reviewed and understands the requirements of this Article.
  6. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.
- E. **Contents of Registration Statements — Lobbying Firms**  
Registration statements of lobbying firms (including individual contract lobbyists) shall contain the following:



1. The name, address and telephone number of the firm.
2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm.
3. The registration statement prepared by each lobbyist so identified, appended to the statement.
4. For each client on whose behalf or from which the firm received or became entitled to receive \$250 in compensation during the calendar quarter for engaging in lobbying activities related to attempting to influence municipal legislation within the meaning of this Article:
  - (a) The client's name, business or residence address and business or residence telephone number.
  - (b) The period during which the representation will occur.
  - (c) The item or items of municipal legislation for which the firm was retained to represent the client, or, if no specific items of municipal legislation for which the firm was retained to represent the client can be identified, a description of the types of municipal legislation for which the firm was retained to represent the client.
  - (d) Each City agency that the lobbying firm has the authority to attempt to influence on behalf of the client.
  - (e) A letter from the client authorizing the firm to represent the client.
  - (f) In the case of a lobbyist who is an individual contract lobbyist, a statement that he or she has reviewed and understands the requirements of this Article.
  - (g) The name of the person or persons responsible for preparing the statement.
  - (h) Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

- F. **Filing Registration Statements.** Every lobbying firm shall file its registration statement with the City Ethics Commission and shall attach the registration statements of all lobbyists who are partners, owners, shareholders, officers or employees of the firm. Every lobbyist who is not a partner, owner, shareholder, officer or employee of a lobbying firm shall file his or her registration statement with the City Ethics Commission.

- G. **Amendments to Registrations.** Lobbyists and lobbying firms shall file amendments to their registration statements within 10 days of any change in information required to be set forth on the registration statement.
- H. **Termination.** Any person registered under this Article shall file a Registration Termination form with the City Ethics Commission within 20 days after ceasing all activity governed by this Article.
- I. **Education Requirement.** Every individual who is required to register as a lobbyist shall attend a City lobbying information session conducted by the City Ethics Commission no less than once every two calendar years, according to the following schedule:
- (1) An individual who has not registered as a lobbyist in the immediately preceding two calendar years shall attend a City lobbying information session within six months of his or her registration date as a lobbyist.
  - (2) A registered lobbyist who did not attend a City lobbying information session during the previous calendar year shall attend a City lobbying session by the end of the current calendar year.
  - (3) A registered lobbyist who attends a City lobbying information session during the current calendar year is not required to attend a City lobbying information session during the following calendar year.

**SEC. 48.08**

**Disclosure Reports**

*Amended and renumbered by Ordinance No. 175432, effective 9/28/03.*

- A. **Reporting Requirement.** Every lobbyist, lobbying firm, lobbyist-employer and major filer shall file the quarterly disclosure reports required by this section on or before the last day of the month following each calendar quarter. A report properly addressed and bearing the correct postage shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
1. All lobbyists and lobbying firms shall file quarterly reports for every calendar quarter during which they retain that status. An individual who qualifies both as a lobbyist and lobbying firm shall file only a lobbying firm quarterly report. Lobbyist employers shall file quarterly reports for every calendar quarter during which any individual employed by that employer retains the status as lobbyist. Information required to be disclosed concerning compensation received or expenditures made for lobbying shall be disclosed either by the lobbyist or by his or her lobbying firm or employer.

2. Major filers shall file quarterly reports for every calendar quarter during which they made qualifying payments or incurred qualifying expenditures totaling \$5,000 or more.
3. Quarterly reports shall disclose all required information for the calendar quarter immediately prior to the month in which the report is required to be filed. The reports shall be filed in duplicate (one original and one copy).

**B. Quarterly Reports by Lobbyists — Contents.** Quarterly reports by lobbyists shall contain the following information:

1. The lobbyist's name, business address and business telephone number.
2. The lobbying firm, if any, of which the lobbyist is a partner, owner, shareholder, officer or employee.
3. If the lobbyist is not a partner, officer or owner of a lobbying firm, the name, address and telephone number of the lobbyist's employer.
4. The date, amount and description of each activity expense of \$25 or more made by the lobbyist during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbyist attempted to influence the official on behalf of the client.
5. The total amount of activity expenses made by the lobbyist during the reporting period, whether or not itemized.
6. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist made contributions of \$100 or more, or which were delivered by the lobbyist, or in connection with which the lobbyist acted as an intermediary during the reporting period, and the date and amount of the contribution.
7. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist knows or has reason to know were raised as a result of the activity.
8. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all

controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.

9. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbyist at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
10. If, during the quarterly reporting period, the lobbyist provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services, and a description of the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.
11. If, during the quarterly reporting period, the lobbyist provided compensated services under contract with the City or with any City agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other identification of the contract and the nature of the services provided. Such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, whether the compensation was provided directly to the lobbyist or to such business entity.
12. Each City agency that the lobbyist attempted to influence.
13. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

C. **Quarterly Reports by Lobbying Firms — Contents.** Quarterly reports by lobbying firms, including individual contract lobbyists, shall contain the following information:

1. The name, address and telephone number of the firm.

2. The name of each lobbyist who is a partner, owner, shareholder, officer or employee of the firm and whose quarterly report is required to be attached to the report.
  3. The original quarterly report of each lobbyist identified pursuant to subdivision 2 above, attached as an exhibit to the report of the lobbying firm.
  4. The name, address and telephone number of each client that is required to be registered and was represented by the firm during the reporting period; a description of each item of municipal legislation for which the firm or its lobbyists represented the client during the reporting period; the total amount of payments received by the firm from each client (including all fees, reimbursements for expenses and other payments) during the reporting period for such representation.
  5. The total payments received from clients required to be registered by the firm during the reporting period in connection with the firm's representation of clients on municipal legislation.
  6. The date, amount and description of each activity expense of \$25 or more made by the lobbying firm during the reporting period, the name and title of the City official benefiting from the expense, the name and address of the payee, and the client, if any, on whose behalf the expense was made. An activity expense shall be considered to be made on behalf of a client if the client requested or authorized the expense or if the expense was made in connection with an event at which the lobbying firm attempted to influence the official on behalf of the client.
  7. The total amount of activity expenses made by the lobbying firm during the reporting period, whether or not itemized.
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8. The total amount of expenses incurred in connection with attempts by the firm to influence municipal legislation. These expenses shall include:
    - (a) total payments to lobbyists employed by the firm;
    - (b) total payments to employees of the firm, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period; and
    - (c) all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
  9. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbying

firm made contributions of \$100 or more, or which were delivered by the lobbying firm, or in connection with which the lobbying firm acted as an intermediary during the reporting period, and the date and amount of the contribution.

10. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbying firm engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbying firm knows or has reason to know were raised as a result of the activity.
11. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
12. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbying firm at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
13. If, during the quarterly reporting period, the lobbying firm provided compensated services, including consulting services, to the campaign of any candidate for elective City office, or to a campaign for or against any City ballot measure, the name of the candidate, the elective City office sought by the candidate, the ballot number or letter of the ballot measure, the date of the election, the amount of compensation earned for the compensated services and a description of the services provided.
14. If, during the quarterly reporting period, the lobbying firm provided compensated services under contract with the City or with any agency, including consulting services, the amount of compensation received, the agency for which the services were provided, a description or other identification of the contract and the nature of the services provided. For an individual contract lobbyist who qualifies as a lobbying firm, such information shall be reported if the lobbyist personally provided the services, or if the services were provided by a business entity in which the lobbyist owns at least a 10% investment, regardless of whether the compensation was provided directly to the lobbyist or to such business entity.

15. For an individual contract lobbyist who qualifies as a lobbying firm, each City agency that the lobbyist attempted to influence.
16. The name, address and telephone number of the person responsible for preparing the report.
17. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

**D. Quarterly Reports by Lobbyist Employers — Contents.** Quarterly reports by lobbyist employers shall contain the following information.

1. The name, address and telephone number of the entity filing the report.
2. The name of each lobbyist who is employed by the entity and whose quarterly report is required to be attached as an exhibit to the report.
3. The original quarterly report of each lobbyist identified pursuant to Subdivision 2 above, attached as an exhibit to the report of the lobbyist employer.
4. Total payments during the reporting period to lobbyists employed by the entity. Such payments shall include solely payments for compensation and reimbursement of expenses relating to the lobbyists' attempts to influence municipal legislation.
5. Total payments to employees of the entity, other than lobbyists, who engaged in attempts to influence municipal legislation during the reporting period. Such payments shall include payments for compensation and reimbursement of expenses relating to such persons' attempts to influence municipal legislation.
6. Total payments for expenses incurred in connection with attempts by the entity during the reporting period to influence municipal legislation. These expenses shall include all expenses attributable to attempts to influence municipal legislation, other than overhead, and other expenses that would not be incurred but for the attempts to influence. Each such expense of \$5,000 or more shall be itemized and described.
7. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.
8. The date, amount and description of each activity expense of \$25 or more made by the lobbyist employer during the reporting period, the name and title of the City official benefiting from the expense, and the name and address of the payee.

9. The total amount of activity expenses made by the lobbyist employer during the reporting period, whether or not itemized.
10. The name of any elective City officer, candidate for elective City office, or any controlled committee of the officer or candidate to which the lobbyist employer made contributions of \$100 or more, or which were delivered by the lobbyist employer, or in connection with which the lobbyist employer acted as an intermediary during the reporting period, and the date and amount of the contribution.
11. The name of any elective City officer, candidate for elective City office, or any City controlled committee of the officer or candidate for which the lobbyist employer engaged in any fundraising activity during the reporting period, the date(s) of the activity and the amount of funds the lobbyist employer knows or has reason to know were raised as a result of the activity.
12. The date and amount of one or more contributions aggregating more than \$1,000 made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any and all controlled committees of any other elective City officer or candidate for elective City office, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
13. The date, amount and description of one or more donations aggregating \$1,000 or more made by the lobbyist employer at the behest of an elective City officer or candidate for elective City office during the reporting period to any religious, charitable or other nonprofit organization, the name and address of the payee, the name of the elective City officer or candidate for elective City office who made the behest and the date of the behest.
14. The name, address and telephone number of the person responsible for preparing the report.
15. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provisions of this Article.

**E. Quarterly Reports by Major Filers — Contents.** Quarterly reports by major filers shall contain the following information:

1. The name, address and telephone number of the person filing the report.
2. A description of each item of municipal legislation which the entity attempted to influence during the reporting period.



3. The total payments made during the reporting period for the purpose of attempting to influence action on each proposed or pending matter of municipal legislation.
4. The name, address and telephone number of the person responsible for preparing the report.
5. Any other information required by regulation of the City Ethics Commission, consistent with the purposes and provision of this Article.

**SEC. 48.08.5 Copies of Solicitations**

*Added by Ordinance No. 175432, effective 9/28/03.*

Each lobbying entity that produces, pays for, mails or distributes more than 50 substantially similar copies of a written political fundraising solicitation for any controlled committee of an elective City officer or candidate relating to seeking or holding City elective office or supporting or opposing a City ballot measure shall send a copy of the solicitation to the City Ethics Commission for public access, at the time the solicitation is sent or otherwise distributed, and shall report on its next quarterly report the date(s) on which it is mailed or distributed and a general description of the content of the solicitation, the number of pieces mailed or distributed, and name of the elective City officer, or candidate or City ballot measure committee for which the funds were solicited.

**SEC. 48.08.6 Lobbying Disclosure — Political Contributions**

*Added by Ordinance No. 175432, effective 9/28/03.*

- A. Each lobbying entity, which makes one or more contributions to an elective City officer and/or to any or all of his or her controlled committees, shall file a notice with the City Ethics Commission each time the making of a contribution results in the lobbying entity having made contributions aggregating more than \$7,000 to the officer and/or his or her controlled committees within the past 12 months. The notice shall be filed on a form prescribed by the Commission within one business day after making a contribution that triggers the filing requirement. The notice shall contain the following information:
  1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, to which the lobbying entity made contributions aggregating more than \$7,000 during the past twelve months, and the date and amount of each contribution.
  2. For purposes of this section, a "controlled committee" does not include any committee controlled by an elective City officer that is
    - (a) formed to support or oppose a ballot measure or

- (b) formed to support the election of that officer to other than elective City office.
- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.
- C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
- D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.
- E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

**SEC. 48.08.7 Lobbying Disclosure — Fundraising Activity**  
*Added by Ordinance No. 175432, effective 9/28/03.*

- A. Every lobbying entity who within any 12 month period (i) engaged in fundraising activities on behalf of an elective City officer and/or any and all of his or her controlled committees, and which knows or has reason to know that the fundraising activities resulted in contributions, and/or (ii) delivered or acted as an intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, shall file a notice with the City Ethics Commission any time the activities identified in (i) and/or (ii) aggregate more than \$15,000 in the case of a member of the City Council, or more than \$35,000 in the case of the Mayor, City Attorney, or Controller. The notice shall be filed on a form prescribed by the City Ethics Commission within one business day after any of these thresholds is exceeded. The notice shall contain the following information:
  - 1. The name, address and telephone number of the filer, the name of the elective City officer, and/or any or all of his or her controlled committees, on whose behalf the lobbying entity engaged in fundraising activities, or delivered or acted as intermediary for one or more contributions to the elective City officer and/or any and all of his or her controlled committees, the date of the fundraising activity, and the amount of contributions raised, delivered or in connection with which the lobbying entity acted as an intermediary.
  - 2. For purposes of this section, a "controlled committee" does not include any committee controlled by an elective City officer that is
    - (a) formed to support or oppose a ballot measure or

- (b) formed to support the election of that officer to other than elective City office.
3. For purposes of this notification, if a fundraising event is sponsored or hosted by more than one person, the amount of contributions received at or as a result of the event shall be attributed to each lobbying entity who hosted or sponsored the event according to the amount of the contributions that resulted from that lobbying entity's fundraising activities. If a contribution results from the fundraising of more than one person and/or lobbying entity, that contribution shall be apportioned equally to each of the persons and/or lobbying entity that engaged in the fundraising activity.
- B. The original notice shall be filed with the City Ethics Commission, and copies shall be filed with the City Clerk and the elective City officer involved. Each notice may only include information relative to one elective officer.
  - C. The form shall be considered filed on the date of the postmark or on the date of delivery to the City Ethics Commission, whichever is earlier.
  - D. The form shall be verified under penalty of perjury by the individual filing it or by an officer of the entity authorized to file it.
  - E. The City Ethics Commission shall post the information in the notice on its website within one business day of its receipt of the notice. The City Clerk shall make the notice available for inspection within one business day of its receipt.

**Sec. 48.08.8 Lobbying Disclosure — Written Communications to Neighborhood Councils**

*Added by Ordinance No. 176034, effective 7/26/04.*

- (a) No lobbying entity registered with the City of Los Angeles shall deliver or send to a certified neighborhood council a written communication on behalf of a client, including, but not limited to, letters, faxes, electronic messages, and flyers, without a disclosure indicating that the communication was delivered or sent by that lobbying entity.
- (b) For purposes of subsection (a), the required disclosure shall be printed clearly and legibly in no less than 8-point type in a color or print that contrasts with the background so as to be legible and shall be presented in a clear and conspicuous manner in the written communication. The disclosure shall include all of the following information applicable to the written communication:
  - (1) The name of the lobbyist(s) that prepares, delivers or sends the written communication;

- (2) The name of the registered lobbying firm(s) or lobbyist employer(s) who employs the lobbyist(s) that prepares, delivers or sends the written communication; and,
- (3) The name of the client or clients on whose behalf the lobbying entity prepares, delivers, or sends the written communication in an attempt to influence municipal legislation.

**SEC. 48.09**

**Compliance Measures and Enforcement**

*Amended by Ordinance No. 169916, effective 8/10/94.*

*Amended by Ordinance No. 171142, effective 8/3/96.*

*Amended by Ordinance No. 172942, effective 1/21/00.*

*Amended by Ordinance No. 178064, effective 1/15/07.*

*Amended by Ordinance No. 179934, effective 7/21/08.*

A. **Audits.** The City Ethics Commission shall have the authority to conduct audits of reports and statements filed pursuant to this Article. Such audits may be conducted on a random basis or when the City Ethics Commission staff has reason to believe that a report or statement may be inaccurate or has not been filed.

B. **Criminal Penalties.**

1. Any person who knowingly or willfully violates any provision of this Article is guilty of a misdemeanor. Any person who knowingly or willfully causes any other person to violate any provision of this article, or who knowingly or willfully aides and abets any other person in violation of any provision of this article, is guilty of a misdemeanor.
2. Prosecution for violation of any provision of this article must be commenced within one year after the date on which the violation occurred.
3. No person convicted of a violation of this Article may act as a lobbyist or otherwise attempt to influence municipal legislation for compensation for one year after such conviction.

C. **Civil Enforcement.**

1. Any person who knowingly violates any provision of Section 48.04 shall be liable in a civil action brought by the City Attorney. Any person who intentionally or negligently violates any other provisions of this Article shall be liable in a civil action brought by the City Attorney. Failure to properly report any receipt or expenditure may result in civil penalties not to exceed the amount not properly reported, or \$2,000, whichever is greater. Any other violation may result in civil penalties no greater than \$2,000. If the court determines that a violation was intentional, the court may order that the defendant be prohibited from acting as a lobbyist or otherwise attempting to influence municipal legislation for one year.

2. In determining the amount of liability pursuant to this subsection, the court shall take into account the seriousness of the violation and the degree of culpability of the defendant.
  3. If two or more persons are responsible for any violation, they shall be jointly and severally liable.
  4. No civil action alleging a violation of this Article shall be filed more than four years after the date the violation occurred.
- D. **Injunction.** The City Attorney on behalf of the people of the City of Los Angeles may seek injunctive relief to enjoin violations of or to compel compliance with the provisions of this article.
- E. **Administrative Penalties.** The City Ethics Commission may impose penalties and issue orders for violation of this Article pursuant to its authority under Charter Section 706(c).
- F. **Late Filing Penalties.** In addition to any other penalty or remedy available, if any person fails to file any report or statement required by this Article, after any deadline imposed by this Article, such person shall be liable to the City Ethics Commission in the amount of twenty-five dollars (\$25) per day after the deadline until the statement or report is filed, up to a maximum amount of \$500. Liability need not be enforced by the Commission if its Executive Officer determines that the late filing was not willful and that enforcement of the penalty would not further the purposes of this Article. No liability shall be waived if a statement or report is not filed within 10 days after the Commission has sent specific written notice to the filer of the filing requirement.
- 
- G. **Restriction on Person Who Violates Certain Laws.**
1. No person shall act or continue to act as a registered lobbyist or lobbying firm if, within the prior four years, that person has been found by the City Ethics Commission, in a proceeding pursuant to Charter Section 706, to have violated City Charter Section 470(k) on any occasion. That determination shall be based either on a finding of the City Ethics Commission made after an administrative hearing or on a stipulation by the lobbyist or lobbying firm entered into with the City Ethics Commission within the previous four years.
  2. If the City Ethics Commission makes a finding that the person has either
    - (1) accepted responsibility for the violation in the form of having entered into a stipulation with the City Ethics Commission in which the party admits the violation, or otherwise exhibits evidence of having accepted such responsibility, or

- (2) mitigated the wrongdoing by taking prompt remedial or corrective action, then the City Ethics Commission may reduce the time period during which the above prohibition would apply to a period of not less than one year.

**H. Contract Bidder Certification of Compliance With Lobbying Laws.**

1. Any bidder for a contract, as those terms are defined in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under Section 48.02 of this article. The exemptions contained in Section 48.03 of this article and Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.
2. Each agency shall include the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications, or other solicitation related to entering into a contract with the City. The ordinance must be provided in at least 10-point font and may be provided on paper, in an electronic format, or through a link to an online version of the ordinance. The ordinance is not required to be printed in a newspaper notice of the solicitation.
3. This subsection does not apply to the renewal, extension, or amendment of an existing contract, as long as the solicitation for the original contract met the requirements in Paragraphs 1 and 2 above and the renewal, extension, or amendment does not involve a new solicitation.
4. For purposes of this subsection, "agency" does not include a state agency operating solely within the City such as the Community Redevelopment Agency or Los Angeles City Housing Authority.

**SEC. 48.10**

**Ethics Commission Reports**

*Added by Ordinance No. 169916, effective 8/10/94.*

As soon as practicable after the close of each quarterly reporting period, the City Ethics Commission shall prepare a report to the Mayor and City Council of lobbying activity which occurred during the reporting period. Such report shall be in a form which, in the opinion of the Commission, best describes the activities, receipts and expenditures of persons subject to the requirements of this article.

**SEC. 48.11**

**Severability**

*Added by Ordinance No. 169916, effective 8/10/94.*

If any provision of this article, or its application to any person or circumstance, is held invalid by any court, the remainder of this article and its application to other persons and circumstances, other than that which has been held invalid, shall not be affected by such invalidity, and to that extent the provisions of this article are declared to be severable.

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City Ethics Commission  
 200 W. Spring Street  
 City Hall - 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

# Bidder Certification CEC Form 50

Bid/Contract Number: \_\_\_\_\_

Department: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

*Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.*



Los Angeles Administrative Code § 10.40.1(b)

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicensees;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**Attachment I: Standard CONTRACT Provisions**

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**BUREAU OF SANITATION STANDARD LANGUAGE FOR  
PERSONAL SERVICES CONTRACT**

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**ARTICLE XX. SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

**ARTICLE XX. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR/CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

**ARTICLE XX. TIME OF EFFECTIVENESS**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**ARTICLE XX. ENTIRE CONTRACT**

This Contract contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

**ARTICLE XX. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written Contract between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**ARTICLE XX. FORCE MAJEURE**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**ARTICLE XX. BREACH**

Except for force majeure as described in the Article XX (entitled "Force Majeure"), if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law.

Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### **ARTICLE XX. WAIVER**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

#### **ARTICLE XX. TERMINATION**

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

2. This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

3. This Contract may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies.

4. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to written commitments that were executed prior to the termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract.

5. Upon receipt of a termination action under Sections 1, 2 or 3 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

6. Upon termination under Sections 1, 2 or 3 above, the CITY may take over the work and may award another party a Contract to complete the work under this Contract.

7. If, after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the Contract price shall be made as provided in Section 4 of this article.

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8. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **ARTICLE XX. INDEPENDENT CONTRACTOR**

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.



**ARTICLE XX. CONTRACTOR'S PERSONNEL**

Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONTRACTOR agrees to remove personnel from performing work under this Contract if requested to do so by the CITY.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

**ARTICLE XX. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

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**ARTICLE XX. PERMITS**

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**ARTICLE XX. CLAIMS FOR LABOR AND MATERIALS**

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by

CONTRACTOR hereunder), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**ARTICLE XX. CURRENT LOS ANGELES CITY BUSINESS TAX  
REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**ARTICLE XX. MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**ARTICLE XX. FALSE CLAIMS ACT**

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**ARTICLE XX. BONDS**

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in

accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

#### **ARTICLE XX. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this Contract.

#### **ARTICLE XX. INTELLECTUAL PROPERTY INDEMNIFICATION**

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Contract. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed

under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this Contract.

**ARTICLE XX. INTELLECTUAL PROPERTY WARRANTY**

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

**ARTICLE XX. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

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For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition

of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY:

**ARTICLE XX. INSURANCE**

During the term of this Contract and without limiting the CONTRACTOR's indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this Contract, a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR, but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT XX hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT XX, and which can also be found at the Board of Public Work's website:

<http://bpw.lacity.org/Secretariat/Insurance.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 10/09, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on EXHIBIT XX hereto. EXHIBIT XX is hereby incorporated by reference and made a part of this Contract.

**ARTICLE XX. DISCOUNT TERMS**

CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

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**ARTICLE XX. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

**ARTICLE XX. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and

Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by CONTRACTOR under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**ARTICLE XX. LIVING WAGE ORDINANCE AND SERVICE  
CONTRACTOR WORKER RETENTION ORDINANCE**

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. CONTRACTOR'S evidence of executed pledges from each such subcontractor shall fully discharge the obligation of CONTRACTOR with respect to such pledges and fully discharge the obligation of CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this article and shall incorporate the provisions of the LWO and the SCWRO.

5. CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due CONTRACTOR, CITY may deduct the amount determined to be due and owing by CONTRACTOR to its employees. Such monies

shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

#### **ARTICLE XX. AMERICANS WITH DISABILITIES ACT**

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by CONTRACTOR, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

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#### **ARTICLE XX. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a



finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the CITY within thirty calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

#### **ARTICLE XX. LOS ANGELES BUSINESS INCLUSION PROGRAM**

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive ED-14 regarding the Outreach Program for Person Services Contracts greater than \$100,000, (if applicable). CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as Exhibit XX, for each invoice and list current MBE/WBE/SBE/EBE/DVBE/OBE amounts invoiced as part of the invoicing procedures.

#### **ARTICLE XX. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.

B. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.

C. If CONTRACTOR fails to comply with the EBO the CITY may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625.”

#### **ARTICLE XX. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. CONTRACTOR certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

#### **ARTICLE XX. MUNICIPAL LOBBYING ORDINANCE**

Any CONTRACTOR for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

**ARTICLE XX. CONTRACTOR PERFORMANCE EVALUATION  
ORDINANCE**

At the end of this Contract, the CITY will conduct an evaluation of the CONTRACTOR's performance. The CITY may also conduct evaluations of the CONTRACTOR's performance during the term of the Contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the Contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed 14 calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

**ARTICLE XX. SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Contract shall be made without written consent of the parties to this Contract as required under the Article, "Prohibition Against Assignment or Delegation."

**ARTICLE XX. SEVERABILITY**

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

**ARTICLE XX. DISPUTES**

Should a dispute or controversy arise concerning provisions of this Contract or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

**ARTICLE XX. FIRST SOURCE HIRING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract 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.

1. CONTRACTOR shall, prior to the execution of the contract, provide to the DAA a

list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the Contract.

2. Contractor further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) 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 referred individuals were not hired.
3. Any Subcontract entered into by the CONTRACTOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

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 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 Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract 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.

#### **ARTICLE XX. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, CONTRACTOR shall not discriminate in its employment practices against any

employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

#### **ARTICLE XX. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of this Contract, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or

applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.

F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority; and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, ~~CONTRACTOR shall be disqualified from being awarded a contract~~ with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S Contract with the CITY.

#### **ARTICLE XX. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of a CITY contract, CONTRACTOR certifies and represents that ~~CONTRACTOR and each subcontractor hereunder will adhere to an~~ affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed

by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

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F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful



violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance

shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
- 
6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not

be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

**Attachment J: City of Los Angeles CONTRACT History form**

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CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

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Name of Organization

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Signature

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Print Name

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Title

---

Date

**Attachment K: First Source Hiring Ordinance**

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C

ORDINANCE NO. 179281

An ordinance amending Los Angeles Administrative Code to add a new Division 10, Chapter 1, Article 18 to establish a program that requires service contractors who hire new employees to perform work on a City contract to seek employee references through referrals from the City and other agencies interested in training and finding employment for the traditionally unemployed or under-employed.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 18 is added to Chapter 1 of Division 10 of the Los Angeles Administrative Code to read:

**CHAPTER 1, ARTICLE 18  
FIRST SOURCE HIRING**

**Sec. 10.44. Purpose.**

The City awards many contracts to private firms to provide services to the public and to City government. The City also provides grant and loan funding to others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments, which promote the goals established for those programs and similar goals of the City. The City intends that the policies underlying this article serve to guide all of these expenditures to the extent allowed by the law.

City service contracts are subject to the City's Living Wage ordinance and provide covered workers with substantially greater wages and benefits than otherwise required by law. In addition, having the opportunity to work on a City contract affords workers valuable experience that can be used to garner future employment. The City has an interest in expanding the field of competent service workers to address the problems associated with a significant local unemployed, under-employed and unskilled workforce. The City serves this interest by expanding the opportunities that workers have to be referred for employment by City contractors.

The inadequate compensation often paid to service workers who are not subject to the City's living wage requirements fails to provide those workers with resources sufficient to afford life in Los Angeles. Further, there are many unemployed and under-employed service workers who are interested in performing work on City contracts. Young people constitute a significant portion of the unemployed and under-employed. Experience indicates that unemployment and under-employment contribute to devastating social burdens including a sustained, large population of unskilled workers, increased crime and increased need for costly social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In creating a program that helps link

Contractors with potential service workers, the City serves this interest and provides greater opportunities for employment on service contracts. To further serve this interest, the Library Department and the Department of Recreation and Parks are encouraged to adopt policies consistent with this article.

**Sec. 10.44.1. Definitions.**

The following definitions shall apply throughout this article:

**“Awarding Authority”** means any subordinate or component entity or person of the City, such as a department or Board of Commissioners that has the authority to award or enter into any a Contract (as defined below). This shall not include any department that has control of its own funds or the Community Redevelopment Agency.

**“CDD”** means the City Community Development Department’s Workforce Development System.

**“City”** means the City of Los Angeles, a municipal corporation, and all City Awarding Authorities.

**“Contract”** means a contract, which is in excess of \$25,000 with a term greater than three months, awarded to a Contractor by the City or by a Loan or Grant Recipient primarily to furnish services to or for the City or the Loan or Grant Recipient. This shall not include construction contracts for a public work of improvement.

**“Contractor”** means any Person that enters into a Contract with the City or a Loan or Grant Recipient.

**“Designated Administrative Agency”** or **“DAA”** means the Department of Public Works, Bureau of Contract Administration, who shall bear administrative responsibilities under this article.

**“Loan or Grant Recipient”** means any person who receives from the City a qualifying grant or loan for economic development or job growth expressly articulated and identified by the City.

**“Person”** means any individual, proprietorship, partnership, joint venture, corporation, Limited Liability Company, trust, association, or other entity that may employ individuals or enter into contracts.

**“Referral Resources”** means any resource used to locate new employees considered for employment under this article. Referral Resources shall include Trade Unions, Community Based Organizations, City Work Source Centers and any other resources approved by CDD.



**“Subcontractor”** means any person that enters into a contract with a Contractor or Subcontractor to assist in performing the services to the City or the Loan or Grant Recipient.

**Sec. 10.44.2. First Source Hiring Procedure.**

(a) Before executing a Contract, each Awarding Authority shall receive from the Contractor and provide to the DAA a list of anticipated employment opportunities that Contractor and its Subcontractors estimate they will need to fill in order to perform the services under the Contract. The list shall include:

(1) The number of anticipated employment opportunities throughout the term of the Contract; and

(2) The job title and description of each anticipated employment opportunity; and

(3) The basic qualifications necessary for each anticipated employment opportunity; and

(4) The number of anticipated hires made subject to the Service Contract Worker Retention Ordinance.

(b) During the term of the Contract, Contractor shall:

(1) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the CDD, which will refer individuals for interview; and

(2) Interview qualified individuals referred by Referral Resources; and

(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 or Subcontractor interviewed and the reasons why referred individuals were not hired.

(c) Managerial, supervisory or confidential positions shall not be subject to this article.

(d) Positions requiring professional licenses to perform the Contract shall not be subject to this article.

**Sec. 10.44.3. City Loan or Grant Recipients.**

(a) A City Loan or Grant Recipient is subject to this article if the loan or grant is for economic development or job growth, is in an aggregate amount that exceeds \$25,000 and either:

(1) The loan is provided at an interest rate below the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f) at the time the Contract is executed; or

(2) The loan is at or above the applicable federal rate but the loan provides a mechanism for forgiving the interest.

(b) In the event that the applicable federal rate falls below the rate at which a City Loan is provided during the term of the Contract, the Awarding Authority may request the DAA to waive the requirements of this article.

**Sec. 10.44.4. Compliance with the Service Contractor Worker Retention Ordinance.**

Where applicable, Contractor shall first comply with the Service Contractor Worker Retention Ordinance, Administrative Code Section 10.36 *et seq.*, as amended from time to time.

**Sec. 10.44.5. Designation of a Liaison.**

Prior to execution of the Contract, Contractor shall provide the City with the name and contact information of the liaison designated to work with the DAA to implement this article.

**Sec. 10.44.6. Transfer and Promotion.**

This article does not prevent a Contractor from filling job vacancies or newly created positions by transfer or promotion of its existing staff.

**Sec. 10.44.7. Administration.**

(a) The DAA shall promulgate rules and regulations to assure efficient implementation and enforcement of this article.

(b) The DAA may delegate duties to other City departments and provide for the manner in which exemptions from this article are approved and documented.

(c) The DAA shall develop the forms to be used by the Awarding Authorities toward implementing this article.

(d) The DAA may establish rules and guidelines governing pre-interview screening of individuals referred under this article.

(e) The DAA shall investigate alleged violations of this article and monitor compliance with this article.

(f) The DAA may establish by regulation provisions under which the DAA may exempt a Contractor from the requirements of this article for specific employment opportunities.

(g) The DAA shall report to the Ad Hoc Committee on Gang Violence and Youth Development quarterly for one year after the ordinance is adopted. After the first year, the frequency of reporting requirements shall be determined by the DAA, or as otherwise instructed by City Council.

**Sec. 10.44.8. Enforcement.**

If the DAA determines that a Contractor has violated this article, the DAA may recommend that the Awarding Authority take any of the following actions:

(a) Document the determination in the Awarding Authority's Contractor Evaluation required under Los Angeles Administrative Code Section 10.39 *et seq.*; and

(b) Require that the Contractor document the determination in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 *et seq.*; and

(c) Terminate the Contract.

The Awarding Authority may pursue any rights and remedies available by law.

**Sec. 10.44.9. Exemptions.**

Upon request of the Awarding Authority, the DAA shall determine whether a Contract is exempt from this article because any of the following is applicable:

(a) Contracts where the provisions of this article conflict with federal or state law.

(b) Contracts with another governmental entity.

(c) Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention.

(d) Contracts awarded under urgent or emergency circumstances.

(e) Contracts entered into pursuant to Charter Section 371(e)(7).

(f) Contracts where the services are available only from a single source.

(g) Contracts that involve the investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit and bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements.

(h) Contracts involving City monies if the Treasurer or the City Administrative Officer finds that failure to enter into the Contract will violate his or her fiduciary duties and cause the City to incur a financial loss or forego a financial benefit.

(i) City Loans or Grants funded from the proceeds of a bond issuance, tax credits or tax increment financing.

**Sec. 10.44.10. Application of this Article.**

This article is applicable to Contracts and amendments to Contracts entered into after the rules and regulations have been promulgated by the DAA.

**Sec. 10.44.11. No Third Party Beneficiary.**

This article does not create beneficial interests in any person who is not a party to the Contract.

**Sec. 10.44.12. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.**

This article shall not be construed to limit a person's right to bring legal action for violation of other laws.

**Sec. 10.44.13. Intentional Violation.** If the DAA determines that a Contractor intentionally violated the ordinance or used hiring practices for the purpose of avoiding this article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under this article.


**Sec. 10.44.14. Severability.**

If a court of competent jurisdiction finds any provision of this article invalid, the remaining provisions shall remain in full force and effect.

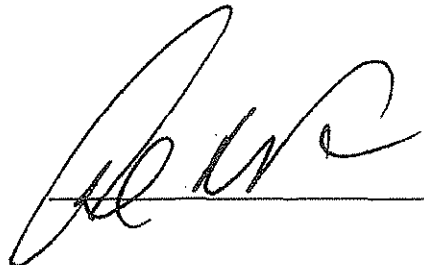
Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of OCT 03 2007.

FRANK T. MARTINEZ, City Clerk

By   
Deputy

Approved OCT 19 2007

  
Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By   
DAVID MICHAELSON  
Chief Assistant City Attorney

Date 10/1/07

File No. 06-2443

**DECLARATION OF POSTING ORDINANCE**

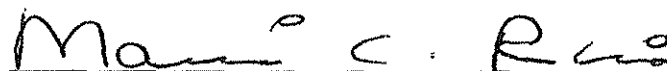
I, MARIA C. RICO, state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

Ordinance No. 179281 - Amending Los Angeles Administrative Code to add a new Division 10, Chapter 1, Article 18 - a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on October 3, 2007, and under the direction of said City Council and the City Clerk, pursuant to Section 251 of the Charter of the City of Los Angeles and Ordinance No. 172959, on October 24, 2007 I posted a true copy of said ordinance at each of three public places located in the City of Los Angeles, California, as follows: 1) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; 2) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 3) one copy on the bulletin board located at the Temple Street entrance to the Hall of Records of the County of Los Angeles.

Copies of said ordinance were posted conspicuously beginning on October 24, 2007 and will be continuously posted for ten or more days.

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

Signed this 24th day of October 2007 at Los Angeles, California.

  
Maria C. Rico, Deputy City Clerk

Ordinance Effective Date: December 3, 2007

Council File No. 06-2443

**Attachment L: CONTRACT Bidder Campaign Contribution and Fundraising  
Restrictions/ Bidder Certification CEC Form 55**

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Statutes of 2011, Charter Chapter \_\_\_\_\_

Amendments to the Charter of the City of Los Angeles approved by the voters of the City of Los Angeles at the Primary Nominating Election held on March 8, 2011.

Filed with the Secretary of State \_\_\_\_\_

The Charter of the City of Los Angeles is hereby amended to read as follows: Article IV by amending Section 1, subsection (a) of Section 470, Subsection (c) of Section 470 to add after the heading and before subdivision (1); Subsection (12) of Subsection (c) of Section 470; Subdivision (2) of Subsection (a) of Section 471; Subsection (c) of Section 471; and Article VI by amending Subsection (e) of Section 609, all as detailed below:

Section 1. Subsection (a) of Section 470 is amended to read:

(a) **Purpose.** The purpose of this section is to encourage a broader participation in the political process and to avoid corruption or the appearance of corruption in city decision making, and protect the integrity of the City's procurement and contract processes by placing limits on the amount any person may contribute or otherwise cause to be available to candidates for election to the offices of Mayor, City Attorney, Controller and City Council and promote accountability to the public by requiring disclosure of campaign activities and imposing other campaign restrictions.

This section is intended to supplement the Political Reform Act of 1974.

Section 2. Subsection (c) of Section 470 is amended to add after the heading and before subdivision (1):

In addition to the provisions of the Charter, the City may adopt additional restrictions by ordinance.

Section 3. Subdivision (12) of Subsection (c) of Section 470 of the Charter of the City of Los Angeles is added to read:

(12) (A) The following persons shall not make a campaign contribution to any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate:

(i) A person who bids on or submits a proposal or other response to a contract solicitation that has an anticipated value of at least \$100,000 and requires approval by the City Council;

(ii) Subcontractors that are expected to receive at least \$100,000 as a result of performing a portion of the contract obligations of a person defined in subparagraph (i); and

(iii) Principals of persons defined in subparagraphs (i) and (ii).

(B) The following persons shall not make a campaign contribution to the Mayor, the City Attorney, the Controller, a City Council member, a candidate for any of those elected City offices, or a City committee controlled by a person who holds or seeks any of those elected City offices:

(i) A person who bids on or submits a proposal or other response to a contract solicitation that has an anticipated value of at least \$100,000 and requires approval by the elected City office that is held or sought by the person to whom the contribution would be given;

(ii) Subcontractors that are expected to receive at least \$100,000 as a result of performing a portion of the contract obligations of a person defined in subparagraph (i); and

(iii) Principals of persons defined in subparagraphs (i) and (ii).

(C) The following persons shall not engage in prohibited fundraising for any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate as further provided by ordinance:

(i) A person who bids on or submits a proposal or other response to a contract solicitation that has an anticipated value of at least \$100,000 and requires approval by the City Council;

(ii) Subcontractors that are expected to receive at least \$100,000 as a result of performing a portion of the contract obligations of a person defined in subparagraph (i); and

(iii) Principals of persons defined in subparagraphs (i) and (ii).

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(D) The following persons shall not engage in prohibited fundraising for an elected City official, candidate for the elected City office, or City committee controlled by a person who holds or seeks the elected City office as further provided by ordinance:

(i) A person who bids on or submits a proposal or other response to a contract solicitation that has an anticipated value of at least \$100,000 and requires approval by the elected City office that is held or sought by the person for whom the fundraising would be conducted;

(ii) Subcontractors that are expected to receive at least \$100,000 as a result of performing a portion of the contract obligations of a person defined in subparagraph (i); and

(iii) Principals of persons defined in subparagraphs (i) and (ii).

(E) The prohibitions in paragraphs (A) and (B) shall apply from the time the bid or proposal is submitted until the contract is signed, the bid or proposal is withdrawn by the bidder or proposer, or the City rejects all proposals for the contract, whichever is earlier. The prohibitions shall continue for 12 months after the contract is signed for the successful bidder or proposer, its principals, its subcontractors of at least \$100,000, and the principals of those subcontractors.

(F) For purposes of this subdivision, a principal of a person who is a bidder, proposer, or subcontractor means the person's board chair, president, chief executive officer, chief operating officer, or the functional equivalent of those positions; any individual who holds an ownership interest in the person of 20 percent or more; and any individual authorized by the bid or proposal to represent the person before the City.

(G) This subdivision shall not apply to:

(i) Contributions to or fundraising on behalf of elected officials or candidates for elected City office where that official's approval is required only by section 262, 271(d), or 370 of the Charter other than contracts required to be approved by the City Council that have an anticipated value of at least \$100,000 and proprietary department contracts that have an anticipated value of at least \$100,000;

(ii) Contributions to or fundraising on behalf of members of the City Council where the City Council's approval authority is only through Charter section 245 except as further restricted by ordinance;

(iii) Any contract governed by Charter section 609(e);

(iv) A governmental entity; and

(v) A candidate for elected City office who is a bidder, proposer, subcontractor or subcontractor's principals with regard to using personal funds or engaging in fundraising on the candidate's own behalf for the candidate's election for City office.

(H) Every contract solicitation regarding a contract subject to this provision shall include notice of the prohibitions of this subdivision. At the time of submitting a bid or proposal for a contract subject to this section, the bidder or proposer must complete a form identifying the names of its principals, subcontractors of at least \$100,000, the principals of those subcontractors, and certify that the bidder or proposer will comply with and notify its principals and subcontractors of the prohibitions in this subdivision; and provide any other information determined necessary.

(I) In addition to any other penalties that may apply, any person found to have violated this section is subject to contract debarment as further provided by ordinance. If the determination is made to impose debarment, the minimum terms of debarment shall be one year for the first violation, two years for the second violation, three years for the third violation, and four years for the fourth violation.

(J) The City Council may adopt ordinances as necessary to carry out the purposes of this provision. Nothing contained in this subdivision (c)(12) shall be construed or applied to limit the authority of the City Council by ordinance to adopt additional regulations, including sanctions, for the conduct or activities that is the subject matter addressed herein.

Section 4. Subsection (e) of Charter Section 609 shall be amended to read:

**(e) Prohibition of Underwriters Gifts and Political Contributions.**

(1) No underwriting firm which, within the prior 12 months, made one or more gifts totaling fifty dollars (\$50) or more, or one or more political contributions totaling one hundred dollars (\$100) or more, to any City elected official, any member of the board of the department whose bonds are the subject of the sale, or any other City official having the authority to make or participate in making decisions concerning the sale, shall be selected by the Council or by a department as the underwriter for a sale of Revenue Bonds where the selection of the underwriting firm is made on a basis other than by competitive bidding (referred to hereafter as "noncompetitive sale"). In addition, no underwriting firm, its principals, subcontractors and subcontractor's principals shall make any contribution to or engage in prohibited fundraising on behalf of elected City officials or candidates for City office as further provided by ordinance. An underwriting firm seeking selection shall cause one of its officers to certify under oath that no such gifts or contributions were made and will comply with and notify its principals and subcontractors of the prohibitions in this subsection and disclose the name of its principals, subcontractors of at least \$100,000 and those subcontractor's principals and any other information determined necessary by ordinance. That certification shall be filed prior to the date on which a selection is made. ~~If the selected underwriting firm made any of the gifts, fundraising or contributions specified above, but the certification was nevertheless made,~~ the underwriting firm and any other person responsible for the error in the certification shall be subject to the penalties provided for violation of Section 470.

(2) No underwriting firm selected as the underwriter for a noncompetitive sale of Revenue Bonds including its principals and subcontractors and subcontractor's principals shall make one or more gifts totaling fifty dollars (\$50) or more or lower amount set by ordinance, or any political contributions to any official referenced in subsection (e)(1) or candidate for such office during the 12 months after the contract is signed. In addition, no selected underwriting firm, its principals, subcontractors and subcontractor's principals shall engage in prohibited fundraising on behalf of those officials or candidates as further provided by ordinance. Any person violating the provisions of this subsection shall be subject to the penalties provided for violations of Section 470 and 470(c)(12).

(3) A gift or contribution shall be considered as having been made by an underwriting firm if that gift or contribution was made by the firm itself; by any other business entity related to the firm as a parent, subsidiary or other related business entity; by any political action committee controlled or primarily financed by the firm or by a business entity related to the firm as a parent, subsidiary or other related business entity; by the president, chairperson of the board, chief executive officer, or chief operating officer of the firm; by any vice president, assistant vice president or managing director employed in the public finance unit of the firm; by any other individual who communicates with one or more City officers or employees for the purpose of influencing the City's selection of an underwriter for a particular bond issue; or by any person owning a 20% or greater investment in the firm. These persons are also the underwriter's principals. A subcontractor that is expected to receive at least \$100,000 as a result of performing a portion of the contract obligations of the underwriter and its principals shall be subject to the limitation described above. A subcontractor's principals shall include the firm or individual itself; the subcontractor's board chair, president, chief executive officer, chief operating officer, or the functional equivalent of those positions; any individual who holds an ownership interest in the subcontractor of 20 percent or more; and any individual who communicates with one or more City officers or employees for the purpose of influencing the City's selection of an underwriter for a particular bond issue.

(4) A contribution and prohibited fundraising shall be considered as having been made to or on behalf of any of the officials referenced in subsection (e)(1) if it is made to the official or to any City controlled committee of the officer or candidate for that office.

(5) Any term used herein which is defined in the California Political Reform Act of 1974, as amended, or in the regulations of the California Fair Political Practices Commission, as amended, shall have the meaning set forth in those provisions unless otherwise provided by ordinance.

(6) No provision of subsection (e) shall require any person to do or refrain from doing any act which would violate federal law.

Section 5. Sections 3 and 4 above shall apply only to contract solicitations released 30 days after the effective date of this provision.

Section 6. Subdivision (2) of Subsection (a) of Section 471 of the Charter of the City of Los Angeles is amended to read:

(2) Therefore, this section is enacted to accomplish the following purposes:

(A) To assist serious candidates in raising enough money to communicate their views and positions adequately to the public without excessive expenditures or contributions, thereby promoting public discussion of the important issues involved in political campaigns.

(B) To limit overall expenditures in campaigns, thereby reducing the pressure on candidates to raise large campaign funds for defensive purposes, beyond the amount necessary to communicate reasonably with voters.

(C) To provide a source of campaign financing in the form of limited public matching funds.

(D) To substantially restrict fund-raising in non-election years.

(E) To increase the value to candidates of smaller contributions.

(F) To reduce the excessive fund-raising advantage of incumbents and thus encourage competition for elective office.

(G) To help restore public trust in governmental and electoral institutions.

(H) To avoid corruption or the appearance of corruption by providing an alternate source of funding for campaigns and reducing real or perceived ties between elected officials and special interests.

Section 7. Subsection (c) of Section 471 of the Charter of the City of Los Angeles is amended to read:

**(c) Appropriation of Funds.**

(1) The City Council shall appropriate two million dollars (\$2,000,000) per fiscal year for public matching funds. The Council shall appropriate such funds for each following fiscal year. The amount of such appropriation shall be adjusted for cost of living changes based on the percentage increase or decrease in the Consumer Price Index (for all items other than housing) for the Los Angeles-Riverside-Orange County metropolitan statistical area using 1991 as the base year. The City Council, by a two-thirds vote, may reduce or eliminate the annual appropriation made during a fiscal year provided that: (a) the City Council has declared a fiscal emergency by resolution that is in effect for that fiscal year; (b) the trust fund balance is no less than eight million dollars (\$8,000,000) in 1991 dollars adjusted to the Consumer Price Index at the time of the appropriation; and (c) the City Council has considered the City Ethics Commission's analysis regarding projected costs and estimated public funding needs for the next four years.

(2) All such funds shall be appropriated into a trust fund established by the Council by ordinance with interest accruing to the fund. In addition to the authority provided by Charter section 340, the City Council, by a two-thirds vote, may temporarily transfer funds from the trust fund to meet obligations of the City in any fiscal year, provided that: (a) the City Council

has declared a fiscal emergency by resolution that is in effect for that fiscal year; (b) the City Council has considered the City Ethics Commission's analysis regarding projected costs and estimated public funding needs for the next four years; and (c) the funds transferred are limited to funds above a trust fund balance of eight million dollars (\$8,000,000) in 1991 dollars adjusted to the Consumer Price Index. Any transferred funds shall be reimbursed to the trust fund by either (a) the date the City Ethics Commission determines the funds are needed for their intended purposes, or (b) before the end of the next fiscal year, whichever is earlier.

(3) If there are insufficient funds to provide the maximum matching funds available to a candidate in any election, as specified by ordinance, the limitations on total contributions from persons other than individuals imposed by Section 470 shall not apply to any of the candidates for the same office.

(4) The funds used to make payments for matching funds shall come exclusively from City sources of revenues.

Section 8. Should any portion of this measure be held invalid or unconstitutional by the decision of any court, such decision shall not affect the remaining portions of the measure or provision.

**We, the undersigned,** do hereby certify the foregoing to be the full, true and correct version of the original final text of Charter Amendment H approved by a majority vote of the qualified electors of the City of Los Angeles at the City's Primary Nominating Election on March 8, 2011.

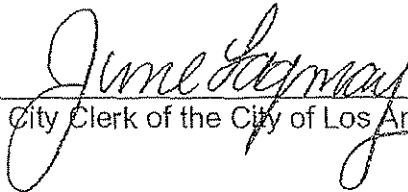


Eric Garcetti, President of the City Council  
(Chairperson, Governing Body)



Patrice Lattimore, Council Clerk  
(Clerk, Governing Body)

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the City of Los Angeles, this 5th day of April, 2011.



City Clerk of the City of Los Angeles



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

## Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number):

Date Bid Submitted:

Description of Contract:

Awarding Authority (Department):

### BIDDER

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

Address: \_\_\_\_\_

Email (optional): \_\_\_\_\_ Phone: \_\_\_\_\_

State Contractor I.D.: \_\_\_\_\_

*Must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor I.D., indicate "not applicable".*

### PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder is an individual with no principals.





City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

# Bidder Contributions

## CEC Form 55

### SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

## Bidder Contributions CEC Form 55

### PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

### CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*

**Attachment M: Local Business Preference Program**

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**ORDINANCE NO. 181910**

An ordinance adding Article 21 to Division 10, Chapter 1 of the Los Angeles Administrative Code establishing a Local Business Preference Program for the City's procurement of goods, equipment and services, including construction, when the contract involves an expenditure in excess of \$150,000.00.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

**CHAPTER I, ARTICLE 21**

**LOCAL BUSINESS PREFERENCE PROGRAM**

Section 1. Article 21 is added to Division 10, Chapter 1 of the Los Angeles Administrative Code to read as follows:

**Sec. 10.47. Findings and Purpose.**

Pursuant to City Charter Section 371, the City Council hereby adopts a Local Business Preference Program and makes the following findings. The City has a proprietary interest in leveraging, to the greatest extent possible, the millions of dollars it spends yearly contracting with private firms for goods, equipment and services to and for the benefit of the City and its residents. The City has a proprietary interest in leveling the playing field among those entities competing for City contracts, to assure the greatest level of competition possible, to decrease local unemployment, and to increase its revenues. Significant benefits are associated with a Local Business Preference Program. These include an increase in local jobs and expenditures in the local private sector. Preference programs in other jurisdictions have been successful where the business conditions approximate the conditions currently being experienced in the Los Angeles area. For example, preference programs work best where unemployment is high. Unemployment in Los Angeles County is at an historical high. The Los Angeles area also hosts a range of local markets to manage the necessary transportation and logistical support for local contractor services.

Historically, many of the larger cities within the County, especially the City of Los Angeles itself, experience labor costs that are among the highest in the nation. Los Angeles area labor costs are more than 5% higher than the hourly wages in competing neighboring states. Business space in the Los Angeles metropolitan area is even more costly than comparable space in other counties and states. Specifically, average office rents in the Los Angeles area are 40% higher than the national average and almost 30% higher than those in neighboring counties, including San Bernardino and Riverside. On a national level, Los Angeles is one of the ten most expensive places to do business as a result of the local tax and fee structure. All corporations in California are subject to a corporate tax that is among the highest in the nation. These conditions create a very expensive climate in which local businesses must compete. The cost of doing business

in Los Angeles is more than 10% higher than other cities. Local businesses confront cost structures that are weighted much heavier, in terms of labor and costs of doing business, than competitive firms that are located in outlying counties or other states.

This narrowly tailored preference program is fashioned to encourage businesses to compete for City contracting opportunities, to locate operations in the City, and to encourage existing local businesses to refrain from relocating to different, less expensive areas.

**Sec. 10.47.1. Definitions.**

The following definitions shall apply to this Section:

A. **"Awarding Authority"** means any Board or Commission of the City, or any employee or officer of the City, except those of departments that control their own funds, authorized to award or enter into any Contract, as defined in this Article, on behalf of the City. The Proprietary Departments and the Departments of Recreation and Parks, Library and the Community Redevelopment Agency are strongly encouraged to adopt local preference programs consonant with the provisions in this Article.

B. **"Bid"** means any response to a City solicitation for bids pursuant to Charter Section 371.

C. **"City"** means the City of Los Angeles.

D. **"Contract"** means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.

E. **"Contractor"** means the person, business or entity awarded the Contract by the Awarding Authority.

F. **"County"** means the County of Los Angeles.

G. **"Designated Administrative Agency,"** or **"DAA,"** means the Department of Public Works, Bureau of Contract Administration.

H. **"Local Business"** means a business entity that meets all of the criteria established under this Article.

I. **"Local Subcontractor"** means a subcontractor that meets the same criteria as a "Local Business" as defined in this Article.

J. **"Proposal"** means any response to a City solicitation for Proposals pursuant to Charter Section 372.

**Sec. 10.47.2. Qualified Local Business.**

A Local Business for purposes of this Article must satisfy all of the following criteria, as certified by the DAA:

A. The business occupies work space within the County. The business must submit proof of occupancy to the City by supplying evidence of a lease, deed or other sufficient evidence demonstrating that the business is located within the County.

B. The business must submit proof to the City demonstrating that the business is in compliance with all applicable laws relating to licensing and is not delinquent on any Los Angeles City or Los Angeles County taxes.

C. The business must submit proof to the City demonstrating one of the following:

(1) The business must demonstrate that at least 50 of full-time employees of the business perform work within the boundaries of the County at least 60 percent of their total, regular hours worked on an annual basis, or;

(2) The business must demonstrate that at least half of the full-time employees of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis; or

(3) The business must demonstrate that it is headquartered in the County. For purposes of this Article, the term "headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the County.

**Sec. 10.47.3. Provisionally Qualified Local Business.**

A business that has not yet established operations in Los Angeles and therefore is unable to qualify under the terms of Section 10.47.2 may, as an alternative, qualify as a Local Business on a provisional basis if the Contractor satisfies all of the following criteria, as certified by the DAA:

A. The proposed Contract between the Contractor and the City involves consideration valued at no less than \$1,000,000 and has a term of no less than three years;

B. The Contractor can demonstrate that the Contractor is a party to an enforceable, contractual right to occupy commercial space within the County and its occupancy will commence no later than 60 days after the date on which the

Contract with the City is executed. The Contractor must demonstrate proof of occupancy or an enforceable right to occupancy in the County by submitting to the City a lease, deed or other sufficient evidence; and

C. The Contractor can demonstrate that, before the Contractor is scheduled to begin performance under the Contract with the City, the Contractor will satisfy the requirements of Subsection C of Section 10.47.2. The Contractor must demonstrate proof of ability to satisfy the requirements of Subsection C of Section 10.47.2 by submitting to the City a business plan or other evidence deemed sufficient by the DAA.

**Sec. 10.47.4. Local Business Preference.**

Awarding Authorities shall grant an eight percent Local Business Preference to Local Businesses for Contracts involving consideration in excess of \$150,000.00. This Article is not adopted in the City's regulatory capacity.

**Sec. 10.47.5. Application of The Preference to Bids And Proposals.**

The Local Business Preference shall be applied to Bids and Proposals in the Following Manner:

A. When applying the Local Business Preference to a Bid, the Awarding Authority shall apply the preference to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by eight percent of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.

B. When applying the Local Business Preference to a Proposal, the Awarding Authority shall apply the preference in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by eight percent of the total possible evaluation points.

**Sec. 10.47.6. Local Subcontractor Preference.**

The Awarding Authority shall provide a preference of up to five percent, to a Bid or Proposal submitted by a business that does not qualify as a Local Business, but that identifies a qualifying Local Subcontractor to perform work under the Contract, provided the Local Subcontractor satisfies the criteria enumerated in Sections 10.47.2 and 10.47.7.

**Sec. 10.47.7. Application of the Local Subcontractor Preference.**

The Local Subcontractor Preference shall be applied to Bids and Proposals in the following manner:

A. When applying the preference to a Bid, the Awarding Authority shall provide a one percent preference, up to a maximum of five percent, to the Bid price for every ten percent of the cost of the proposed work to be performed by the Local Subcontractor or Local Subcontractors.

B. When applying the Local Subcontractor Preference to a Proposal, the score awarded by the Awarding Authority to the Proposal submitted shall be increased by one percent of the total possible evaluation points, up to a maximum of five percent, for every ten percent of the total cost of the proposed work under the contract to be performed by a Local Subcontractor or Local Subcontractors; provided that each Local Subcontractor, the work of the Local Subcontractor and the cost of the work of the Local Subcontractor are specified clearly in the Proposal.

**Sec. 10.47.8. Additional Requirements.**

The preferences authorized under this Article shall be subject to the following additional requirements:

(1) The preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County;

(2) The preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials, at a business location in Los Angeles County. As used in this Section, "substantially" means not less than two thirds of the work performed under the Contract must be performed, respectively, by the Local Business or Local Subcontractor;

(3) The maximum Bid or Proposal preference shall not exceed one million dollars for any Bid or Proposal;

(4) The preferences applied pursuant to this Article shall be utilized solely for the purpose of evaluating and selecting the Contractor to be awarded the corresponding Contract. Except as provided pursuant to Section 10.47.9, the preference points shall in no way lower or alter the Contract price, which shall in the case of a Bid reflect the amount Bid by



the successful Local Business before the application of preference points or, in the case of a Proposal, reflect the amount proposed by the Local Business in the Proposal before the application of preference points;

(5) This Article neither creates a right to receive a Bid or Proposal preference, nor the duty to grant a Bid or Proposal preference;

(6) An Awarding Authority may, at anytime before the award of a Contract, determine that it is not in the City's best interest to grant a Bid or Proposal preference and award the Contract to the bidder or proposer eligible for the award without consideration of the provisions of this Article; and

(7) This Article applies only to contracts that involve the expenditure of funds entirely within the City's control and shall not apply to contracts that involve the expenditure of funds that are not entirely within the City's control, such as state and federal grant funds, that due to legal restrictions prohibit its application.

**Sec. 10.47.9. Effect of Failure to Maintain Status as Local Business.**

A. If for any reason the Contractor fails to qualify as a Local Business for more than 60 days during the entire term of the Contract, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Bid or Proposal Preference.

B. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Bid or Proposal Preference.

C. For purposes of determining the value of the Bid or Proposal Preference in Subsections A and B herein, the Awarding Authority may withhold or recover the difference in Bid or Proposal price between the Contractor's Bid or Proposal and the Bid or Proposal of the next most competitive Bid or Proposal that did not receive the award of the Contract by the Awarding Authority. In addition, the Awarding Authority may withhold or recover the amount representing any other additional cost or detriment to the City from the Contractor's failure to maintain the Contractor's status as a Local Business for more than 60 days during the term of the Contract.

D. If a Contractor fails to maintain the Contractor's status as a Local Business for more than 60 days during the term of the Contract, as specified in Subsection A and B herein, the failure is subject to recording and reporting requirements as specified under Articles 13 and 14, Chapter 1, Division 10 of the Los Angeles Administrative Code (Contractor Performance Evaluation and Contractor Responsibility Ordinance.)

E. The remedies available to the City under this Subsection are cumulative to all other rights and remedies available to the City.

**Sec. 10.47.10. Administration.**

The Department of Public Works, Bureau of Contract Administration is the Designated Administrative Agency (DAA) with regard to this Article and shall have the authority to coordinate the administration of this Article. The DAA shall make determinations regarding whether a business qualifies as a Local Business, a Provisionally Qualified Local Business or Local Subcontractor. The DAA shall have broad discretion to promulgate rules to implement and supplement this Article. The DAA may audit Contractors and Subcontractors and monitor compliance, including the investigation of claimed violations.

**Sec. 10.47.11. Timing of Application.**

The provisions of this Article shall apply to all competitive Bid or Proposal contracts for which solicitations are issued after the effective date of the ordinance adopting this Article.


Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of OCT 14 2011

JUNE LAGMAY, City Clerk

By  Deputy

Approved OCT 19 2011

  
Mayor

Approved as to Form and Legality:

~~CARMEN A. TRUTANICH, City Attorney~~

By   
LAUREL L. LIGHTNER  
Assistant City Attorney

Date October 4, 2011

File No. 11-11673

# PROPOSAL

(Pages LBPP-1 through LBPP-6)

**CITY OF LOS ANGELES**  
**REQUEST FOR PROPOSALS- LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)**  
**City of Los Angeles Ordinance No. 181910, Article 21, Sections 10.47, et seq. of the Los Angeles Administrative Code**

Local Business Prime	8%
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Or

Local Business Subcontractor (s)	Up to 5%
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NOTE: Local Business Preference Program information and/or assistance may be obtained through the CITY'S BUREAU OF SANITATION, CENTRALIZED CONTRACT UNIT ↷  
(213) 485-2349 OR VIA E-MAIL ↷ TJ. KNIGHT ↷ LACITY.ORG

**MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON CITY-FUNDED CONTRACTS GREATER THAN \$150,000.00**

A. General

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor's Office. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program.

**Awarding Authorities shall opt out when the contract is funded by a grant or is federally funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. The Awarding Authority can also opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Finally, the Awarding Authority is entitled to determine at anytime before the award of a contract that it is not in the City's best interest to grant a proposal preference to a qualifying Local Business, Local Subcontractor, or Provisionally Qualified Local Business. Failure to comply with the LBPP shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency.**

B. Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, the BCA/OCC requires that the prospective local business submit an affidavit attesting as such on the Los Angeles Business Assistance Virtual Network (LABAVN) website. ~~An affidavit form is available to be downloaded on the LABAVN website at <http://www.labavn.org>.~~ Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on LABAVN shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on LABAVN as such prior to the proposal deadline in order to participate in the LBPP. In cases where the affidavit was submitted prior to the proposal deadline but has not been verified by BCA/OCC and the local business designation would result in a change of award recommendation, status as a local business will be based on the date it was submitted.

C. Definitions

1. "Awarding Authority" means any Board or Commission of the City, or any employee or officer of the City, except those of departments that control their own funds, authorized to award or enter into any Contract, as defined by Article 21, Section 1 of the Los Angeles Administration Code, on behalf of the City. The Proprietary Departments and the Departments of Recreation and Parks, and Library are strongly encouraged to

adopt local preference programs consonant with the provisions of Article 21, Section 10.47, *et esq.*

2. "Contract" means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.
3. "Contractor" means the person, business or entity awarded the Contract by the Awarding Authority.
4. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions.
5. "Local Business" means a business entity that occupies work space within the County, is in compliance with all applicable City and County licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis.
  - a. A business entity with multiple locations within the County, can aggregate 50 of its full time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
  - b. A business entity awarded a City contract under the LBPP, must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
6. "Local Subcontractor" means a contractor that meets the same qualification as a local business.
7. "Provisionally Qualified Local Business" means a business entity that is yet to establish operations within the County, and does not immediately qualify as a local business under the Los Angeles Administrative Code. However, the business is provisionally qualified as a local business because it is undertaking imminent steps to qualify as a local business as defined by Article 21, Section 10.47.3. No later than 60 days after the date on which the Contract with the City is awarded, but prior to execution of the contract, the Provisionally Qualified Local Business must become a qualified Local Business.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive 8% of the total possible evaluation points added to their evaluation score

provided their bid proposal is in excess of \$150,000.00 or in excess of \$1,000,000.00 if a Provisionally Qualified Local Business.

2. Qualifying contractors who participate in the LBPP but do not qualify as a local business, but however are qualified because they identify a qualified local subcontractor to perform the work under the contract will receive up to a 5% of the total possible evaluation points added to their evaluation score.
  - a. The Awarding Authority shall provide 1% of the total possible evaluation points credit, up to a maximum of 5%, to the contractor's evaluation score for every 10% of the total cost of the proposed work to be performed by the local subcontractor. This rule applies to a local subcontractor or local subcontractors; provided that the work performed is of a commercially useful purpose in execution of the contract and/or performed in the subcontractor's normal course of business. The work performed and all costs of each local subcontractor or subcontractors should be clearly specified in the proposal.
3. Preferences shall only be awarded to a Local Business or Local Subcontractor when the services provided under the contract are directly provided by its employees whose primary work location is in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business or Local Subcontractor acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods or materials (not less than two thirds of the time), at a business location in the City.
4. A Provisionally Qualified Local Business who participates in the LBPP by qualifying as a local business will receive 8% of the total possible evaluation points credit added to its evaluation score, as long as the proposed contract between the business and the City involves consideration valued at no less than \$1,000,000.00 and has a duration of no less than three (3) years.
  - a. To participate in the program a proposed Provisionally Qualified Local Business must download and complete a Provisionally Qualified Local Business affidavit form at <http://bca.lacity.org>, which it shall attach and submit with its bid documents to the Awarding Department.
5. Once a Business asserting to be a Provisionally Qualified Local Business is notified by the Awarding Department of its intent to award a contract, the Provisionally Qualified Local Business shall submit all of the following documentation: (1) an enforceable, contractual right to occupy commercial space within the County, which shall commence no later than 60 days after the date of the execution of the contract; (2) a business plan on its ability to become a Local business; (3) any other sufficient documentation required by the Awarding Authority.

All required supporting documentation/ evidence demonstrating qualification as a Provisionally Qualified Local Business must be submitted to the Awarding Department within 30 days of request.

- a. If an Awarding Department is satisfied with the documentation submitted by the Provisionally Qualified Local Business, and it determines that it shall award the contract to the business, then the Awarding Department, prior to the execution of the contract, shall send BCA a memo stating that the business was able to demonstrate that it qualifies as a Provisionally Qualified Local Business. The memo shall also list the documents received by the Awarding Department, with copies attached, and recommend that BCA determine the business to be a Provisionally Qualified Local Business.
6. A Provisionally Qualified Local Business shall lose its status as such when it fails to fully comply as a local business within 60 days after the date on which the Contract with the City is awarded. The Awarding Department shall notify the Provisionally Qualified Local Business thirty (30) days after contract award that it complies as a local business or contract award will be rescinded.
7. Loss of status as a Provisionally Qualified Local Business is permanent and forbids a business from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on City Contracts.
8. The maximum preference for all qualifying local businesses, local subcontractor (s), and provisionally qualified local businesses shall not exceed 8% credit of the total evaluation points for any proposal.
9. In the event where a certified Local business, bids on a City contract, and is determined by the Awarding Department after the bid deadline to not qualify as a Local Business, the business will be eligible for the Local Subcontractor Preference of up to 5%, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.
  - a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
  - b. It is the responsibility of the business registered on LABAVN as a certified Local Business to inform BCA via email at [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org), that it no longer meets the certification criteria within 7 days of the change. Failure to do so shall be construed as a misleading and/or false statement.
10. Upon receipt of information believed by the Awarding Authority to be reliable and which indicates that the Local Business no longer qualifies as a Local Business for more than 60 days during the entire time of the Contract, the Awarding Authority shall withhold or recover funds from the Contractor in an amount that represents the value of 8% of the executed contract.
11. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the



Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the work that was pledged to the Local Subcontractor, not to exceed 8% of the Contractor's executed contract.

12. Value of the Proposal Preference may be calculated as the difference between the Proposal price between the Contractor's Proposal and the Proposal of the next most competitive bid. In cases where the value of the awarded Business's proposal price is lower, the value of the Proposal Preference may be calculated as the product between the proposal preference percentage points provided and the submitted proposal price.
13. In the event that investigations reveal that a business fraudulently represents itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall not be eligible for the Local Business status for up to five years from the date of disqualification. This will also apply to any business that has received a preference, but failed to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

**E. Complaints and Protests**

1. All complaints and/or protests regarding qualifying local businesses, provisionally qualified local businesses, and local subcontractors claiming non-compliance by Awarding Authorities or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates complainant's allegations.
  2. Any complaints that meet the criteria of No. 1 shall be investigated by BCA/OCC in its role as the Designated Administrative Agency.
- 

Submit complaints to:

**By Mail**

**Bureau of Contract Administration  
Office of Contract Compliance  
Department of Public Works  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015**

**By Email**

**[bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org)**



**LOCAL BUSINESS CERTIFICATION  
AFFIDAVIT OF ELIGIBILITY**

Name of Firm \_\_\_\_\_ BAVN Company ID Number \_\_\_\_\_

Business Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

I declare that \_\_\_\_\_ (Firm's Name)

1. Is in compliance with all applicable laws relating to licensing and is not delinquent on any Los Angeles City or Los Angeles County taxes.
2. Can demonstrate:
  - a) at least 50 of its full-time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on annual basis; or
  - b) at least half of its full-time employees work within the boundaries of the County at a minimum of 60 percent of their total regular hours worked on annual basis; or
  - c) it is headquartered in the County of Los Angeles. Headquartered means that the business physically conducts and manages all of its operations from a location in the County.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

SIGNATURE \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Certified Local Businesses are eligible to an 8% preference (for Local Prime contractors), or up to a 5% preference (for Local Subcontractors) on City contracts in excess of \$150,000. Preferences awarded for services shall be applied only if the services are provided directly by the Local Business or Local Subcontractor using employees whose exclusive, primary working location is in Los Angeles County. Preferences awarded for equipment, goods or materials shall be applied only if the Local Business or the Local Subcontractor substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the equipment, goods or materials at a business location in Los Angeles County. The maximum bid or proposal preference shall not exceed One Million Dollars (\$1,000,000) for any Bid or Proposal.

To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #181910 certification criteria and complete an Affidavit of Eligibility every two (2) years. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

<sup>1</sup> **Knowingly and willfully providing false information is a violation of the City Ordinance #181910 and could subject you to fines, contract termination or debarment from transacting business with the City. Business owners claiming eligibility to the Local Business Preference Program criteria must sign this affidavit.**

**Attachment N: Proposed Service Fee (Form 1), Revenue Information (Form 2),  
and Processing Unit Cost Breakdown (Form 3)**

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**ATTACHMENT N**

**FORM 1. PROPOSED SERVICE FEES**

ITEM	DESCRIPTION of Commodity	Average Tons Per Day	DIRECT RATE (\$/ton)	TRANSFER RATE (\$/ton)	CONTAMINATION FEE (\$/ton)
<b>A</b>	Cost per ton for receipt and processing of GREEN MATERIAL from the City's curbside collection program	Less than 100 tpd			
		100 tpd - 250 tpd			
		251 tpd - 500 tpd			
		Greater than 500 tpd			
<b>B</b>	Cost per ton for receipt and processing of GREEN MATERIAL containing HORSE MANURE from the City's curbside collection program	Less than 100 tpd			
		100 tpd - 250 tpd			
		251 tpd - 500 tpd			
		Greater than 500 tpd			
<b>C</b>	Cost per ton for receipt and processing of GREEN MATERIAL containing FOOD MATERIAL.	Less than 100 tpd			
		100 tpd - 250 tpd			
		251 tpd - 500 tpd			
		Greater than 500 tpd			
<b>D</b>	Cost per ton for receipt and processing of combination of all materials (GREEN MATERIAL, FOOD MATERIAL, and HORSE MANURE)	Less than 100 tpd			
		100 tpd - 250 tpd			
		251 tpd - 500 tpd			
		Greater than 500 tpd			

**ATTACHMENT N**

**FORM 2. REVENUE INFORMATION**

1. **PROPOSER:** \_\_\_\_\_

2. **Commodities Information.** PROPOSER shall list all finished products to be sold, the buyer and location, the revenue, and the processing unit cost for each finished product. Provide additional sheets as necessary.

Finished Product	Percentage of Gross Tons Delivered (%)	Buyer's Contact (Name, Phone No.)	Buyer's Facility Address	Revenue (\$/ton)*	Processing Unit Cost (\$/ton)*†

\* Revenue and Processing Unit Costs should be based on gross tons processed.

† Complete Attachment Q - Form 3

3. **Verification of Commodities.** PROPOSER agrees to assist the CITY to visit the PROPOSER's buyer facilities.

Agree: Yes \_\_\_\_\_ No \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Print or Type)

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

ATTACHMENT N

FORM 3. PROCESSING UNIT COST BREAKDOWN

Complete this form for each finished product proposed in Attachment Q Form 2. Provide additional costs as necessary.

PROPOSER: \_\_\_\_\_

TYPE OF FINISHED PRODUCT: \_\_\_\_\_

1. Equipment maintenance and repair:	\$ _____ / Gross Ton
2. Utilities (electricity, water, etc.):	\$ _____ / Gross Ton
3. Labor:	\$ _____ / Gross Ton
4. Insurance:	\$ _____ /Gross Ton
5. Disposal fees:	\$ _____ / Gross Ton
6. Security systems:	\$ _____ / Gross Ton
7. Taxes and Licenses, Property Taxes:	\$ _____ / Gross Ton
8. Telephone and Communications:	\$ _____ / Gross Ton
9. Payroll Taxes:	\$ _____ / Gross Ton
10. _____	\$ _____ / Gross Ton
11. _____	\$ _____ / Gross Ton
12. _____	\$ _____ / Gross Ton
13. _____	\$ _____ / Gross Ton
14. _____	\$ _____ / Gross Ton
15. _____	\$ _____ / Gross Ton
16. _____	\$ _____ / Gross Ton
17. _____	\$ _____ / Gross Ton
18. _____	\$ _____ / Gross Ton
19. _____	\$ _____ / Gross Ton
20. _____	\$ _____ / Gross Ton

Processing Unit Cost per Gross Ton:      *Grand Total* \$ \_\_\_\_\_ / Gross Ton

**Greent RFP - BIP**

Date Searched: 7/30/2012

NCIS	Description	MBE	WBE	SBE	EBE	DVBE
4841	General Freight Trucking	11	6	1	1	0
48411	General Freight Trucking, Local	18	9	1	0	0
484110	General Freight Trucking, Local	10	0	0	0	0
48412	General Freight Trucking, Long Distance	4	2	0	0	0
484121	General Freight Trucking, Long Distance, Truckload	2	0	0	0	0
5416	Management, Scientific, and Technical Consulting Services	97	83	39	15	11
54162	Environmental Consulting Services	34	44	23	7	2
541620	Environmental Consulting Services	29	33	31	15	5
8113	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	1	1	1	0	2
81131	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	2	0	1	0	1
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	1	1	1	0	0
8111	Automotive Repair and Maintenance	0	1	0	0	1
81111	Automotive Mechanical and Electrical Repair and Maintenance	1	1	0	0	0
811111	General Automotive Repair	3	2	0	0	0

NCIS	Description	Total Found	Min Requirements
484110	General Freight Trucking, Local	37	15
484121	General Freight Trucking, Long Distance, Truckload	21	10
541620	Environmental Consulting Services	255	25
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	10	10
811111	General Automotive Repair	5	5

Total		328	65
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**The Los Angeles Business Assistance Virtual Network**

**Search for Subcontractors**

Select NAICS codes and other optional filters to find subcontractors in the BAVN database

Search Again **NAICS CODES: 4841, 48411, 484110**  
**SEARCH: MBE, WBE, SBE, EBE, DVBE**

Notify Subcontractors **MBE = 32 EBE = 1**  
**37 companies found. WBE = 12 DVBE = 0**  
**SBE = 1**

Companies	Address	Phone	Certification (Blank field indicates OBE)
amerc Inc Material supply unlimited 4841: General Freight Trucking	23437 Abury ave murrieta, CA 92562	951 698-1101	WBE DBE
ANYTIME DUMPING, INC 48411: General Freight Trucking, Local 484110: General Freight Trucking, Local	1880 W CARSON ST Unit F311 TORRANCE, CA 90501	213-494-0664	MBE DBE
Butler and Son Trucking 48411: General Freight Trucking, Local	441 E Montwood Ave La Habra, CA 90831	714-871-1356	MBE DBE
C.P.R. TRUCKING, INC. 48411: General Freight Trucking, Local	12825 Arroyo St Sylmar, CA 91342	818-837-8333	MBE WBE DBE LBE
Construction Materials Transport, LLC. 48411: General Freight Trucking, Local	893072 P.O. Box 893072 Temecula, CA 92589	951-903-9353	WBE DBE
Corporate Relocation Services, Inc. 484110: General Freight Trucking, Local	224 E Meats Avenue Orange, CA 92865	714-998-3207	MBE
Debris Gone Services, Inc. 4841: General Freight Trucking	4427 W Slauson AVE Los Angeles, CA 90043	310-766-3694	MBE DBE
dlw trucking 48411: General Freight Trucking, Local	p o box 59016 los angeles, CA 90059	3103499412	MBE WBE DBE SBE (Harbor) VSBE (Harbor) LBE
DYJP, Inc. dba Cabo Transport & Services 484110: General Freight Trucking, Local	3920 Whiteside ST Los Angeles, CA 90063	323-269-0610	MBE DBE SLB

Environmental Delivery Services, Inc. 48411: General Freight Trucking, Local	1881-A Laguna Rd Santa Rosa, CA 95401	707-829-8287	MBE WBE DBE
Faye Stewart Transportation Service, LLC 4841: General Freight Trucking	3056 N. 33rd Avenue Phoenix, Arizona 85017	602-443-8508	WBE DBE
hammer down transportation inc. 48411: General Freight Trucking, Local	8404 Crenshaw Blvd. Inglewood, CA 90305	310-590-0852	MBE DBE
HBA Trucking 48411: General Freight Trucking, Local	12591 Mineola St Arleta, CA 91331	818-890-4737	MBE DBE
J. S. Trucking 4841: General Freight Trucking 48411: General Freight Trucking, Local 484110: General Freight Trucking, Local	10342 Bevis AVE Mission Hills, CA 91345	818-365-1521	MBE DBE SLB LBE
J.A. Caddell Trucking 484110: General Freight Trucking; Local	8323 S . San Pedro.St los angeles, CA 90003	3237509944	MBE DBE SBE (Harbor) VSBE (Harbor) LBE
Jose L.A. Trucking 484110: General Freight Trucking, Local	6707 Camellia ST Unit 101 North Hollywood, CA 91606	818-723-6525	MBE DBE
Jose Rangel dba Rangel Trucking 48411: General Freight Trucking, Local	12756 Branford St Arleta, CA 91331	818-896-7925	MBE DBE
Keep It Moving, Inc. 48411: General Freight Trucking, Local	6909 Knowlton Place Unit 104 Los Angeles, CA 90045	213-216-1443	MBE
L. Riley Trucking 4841: General Freight Trucking	23746 S Livewood LN Harbor city , CA 90710	323-353-9332	MBE DBE
Latti Logistics, Inc 4841: General Freight Trucking	1930 Wilshire BLVD Unit 1208 Los Angeles, CA 90057	213-674-3320	MBE SLB EBE
MARGARET HERNANDEZ 48411: General Freight Trucking, Local	1979 N MIRAMAR ST POMONA, CA 91767	323-445-6887	MBE WBE DBE
Occupational Safety Councils of America 484110: General Freight Trucking, Local	455 E Carson Plaza Drive Carson , CA 90746	562-624-2720	MBE

	OST Trucks and Cranes, Inc. 48411: General Freight Trucking, Local	2951 N Ventura Avenue Ventura, CA 93001	805-643-9963	MBE DBE
	Patten Energy Enterprises Inc. 484110: General Freight Trucking, Local	3437 N Main ST Los Angeles, CA 90007	323-235-3500	MBE DBE SBE (Harbor) VSBE (Harbor) LBE
	Qualls Trucking 48411: General Freight Trucking, Local	8714 S Haas Ave Los Angeles, CA 90047	323-751-0262	MBE
	R TRUCKING CORPORATION 4841: General Freight Trucking	17130 VAN BUREN BLVD #170 RIVERSIDE, CA 92504	909-821-0252	WBE DBE
	Radiant Logistics Partners LLC 48411: General Freight Trucking, Local	405 114th Ave SE Third Floor Bellevue, WA 98004	800-843-4784	MBE
	Ralph E. Hernandez Trucking, Inc. 48411: General Freight Trucking, Local	2130 Scenic Ridge Dr Chino Hills, CA 91709	909-591-0871	MBE WBE
	Roland International Freight Services, Inc. 4841: General Freight Trucking	5710 W. Manchester Avenue, Suite 104 Los Angeles, CA 90045	310-337-1775	MBE SBE (Harbor) VSBE (Harbor)
	S. Ibanez 48411: General Freight Trucking, Local	1151 e Kingsley ave Pomona, CA 91767	323-397-5522	MBE DBE
	Shenkel Trucking, Inc. 48411: General Freight Trucking, Local	P.O. Box 4823 Thousand Oaks, CA 91359	805-449-1331	MBE WBE DBE
	T & M Construction 4841: General Freight Trucking 48411: General Freight Trucking, Local	780 W Channel Street San Pedro, CA 90731	310-833-3366	WBE SLB SBE (Harbor) SBE (LA) VSBE (Harbor) LBE
	Three Way Hauling LLC 484110: General Freight Trucking, Local	2202 S. Figueroa Street #437 Los Angeles, CA 90007	3238233847	MBE SBE (Harbor) VSBE (Harbor) LBE
	Total Transportation Services, Inc. 4841: General Freight Trucking	18735 S Ferris PL Rancho Dominguez, CA 90220	310-816-0260	MBE LBE

	Vision Trucking 4841: General Freight Trucking	5849 Autry AVE Lakewood, CA 90712	310-503-4533	MBE DBE
	Vobecky Enterprises 4841: General Freight Trucking 48411: General Freight Trucking, Local	440 W Sierra Madre Avenue Ave. Glendora, CA 91741	626-852-5800	MBE WBE DBE
	Young Floyd's Trucking 484110: General Freight Trucking, Local	4859 W Slauson Ave #373 Los Angeles, CA 90056	424-703-3560	MBE DBE SLB LBE

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**Search for Subcontractors**

Select NAICS codes and other optional filters to find subcontractors in the BAVN database

Search Again      NAICS CODES: 4841, 48412, 484121  
 SEARCH: MBE, WBE, SBE, EBE, DVBE

Notify Subcontractors      MBE = 16      EBE = 1  
    WBE = 7      DVBE = 0  
 21 companies found.      SBE = 1

Companies	Address	Phone	Certification (Blank field indicates OBE)
amerc Inc Material supply unlimited 4841: General Freight Trucking	23437 Abury ave murrieta, CA 92562	951 698-1101	WBE DBE
ANYTIME DUMPING, INC 4841: General Freight Trucking	1880 W CARSON ST Unit F311 TORRANCE, CA 90501	213-494-0664	MBE DBE
C.P.R. TRUCKING, INC. 4841: General Freight Trucking	12825 Arroyo St Sylmar, CA 91342	818-837-8333	MBE WBE DBE LBE
Construction Materials Transport, LLC. 48412: General Freight Trucking, Long-Distance	893072 P.O. Box 893072 Temecula, CA 92589	951-903-9353	WBE DBE
Corporate Relocation Services, Inc. 4841: General Freight Trucking	224 E Meats Avenue Orange, CA 92865	714-998-3207	MBE
Debris Gone Services, Inc. 4841: General Freight Trucking	4427 W Slauson AVE Los Angeles, CA 90043	310-766-3694	MBE DBE
Faye Stewart Transportation Service, LLC 4841: General Freight Trucking	3056 N. 33rd Avenue Phoenix, Arizona 85017	602-443-8508	WBE DBE
hammer down transportation inc. 48412: General Freight Trucking, Long-Distance	8404 Crenshaw Blvd. Inglewood, CA 90305	310-590-0852	MBE DBE
J. S. Trucking 4841: General Freight Trucking	10342 Bevis AVE Mission Hills, CA 91345	818-365-1521	MBE DBE SLB LBE

Jose L.A. Trucking 484121: General Freight Trucking, Long-Distance,...	6707 Camellia ST Unit 101 North Hollywood, CA 91606	818-723-6525	MBE DBE
L. Riley Trucking 4841: General Freight Trucking	23746 S Livewood LN Harbor city , CA 90710	323-353-9332	MBE DBE
Latti Logistics, Inc 4841: General Freight Trucking	1930 Wilshire BLVD Unit 1208 Los Angeles, CA 90057	213-674-3320	MBE SLB EBE
Occupational Safety Councils of America 484121: General Freight Trucking, Long-Distance,...	455 E Carson Plaza Drive Carson , CA 90746	562-624-2720	MBE
OST Trucks and Cranes, Inc. 48412: General Freight Trucking, Long-Distance	2951 N Ventura Avenue Ventura, CA 93001	805-643-9963	MBE DBE
R TRUCKING CORPORATION 4841: General Freight Trucking	17130 VAN BUREN BLVD #170 RIVERSIDE, CA 92504	909-821-0252	WBE DBE
Radiant Logistics Partners LLC 48412: General Freight Trucking, Long-Distance	405 114th Ave SE Third Floor Bellevue, WA 98004	800-843-4784	MBE
Roland International Freight Services, Inc. 4841: General Freight Trucking	5710 W. Manchester Avenue, Suite 104 Los Angeles, CA 90045	310-337-1775	MBE SBE (Harbor) VSBE (Harbor)
T & M Construction 4841: General Freight Trucking	780 W Channel Street San Pedro, CA 90731	310-833-3366	WBE SLB SBE (Harbor) SBE (LA) VSBE (Harbor) LBE
Total Transportation Services, Inc. 4841: General Freight Trucking	18735 S Ferris PL Rancho Dominguez, CA 90220	310-816-0260	MBE LBE
Vision Trucking 4841: General Freight Trucking	5849 Autry AVE Lakewood, CA 90712	310-503-4533	MBE DBE
Vobecky Enterprises 48412: General Freight Trucking, Long-Distance	440 W Sierra Madre Avenue Ave. Glendora, CA 91741	626-852-5800	MBE WBE DBE

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**Search for Subcontractors**

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NCIS CODES: 8111, 81111, 811111

Search Again

SEARCH: MBE, WBE, SBE, EBE, DVBE

Notify Subcontractors

5 companies found.

MBE = 3  
 WBE = 3  
 SBE = 0  
 EBE = 0  
 DVBE = 1

Companies	Address	Phone	Certification (Blank field indicates OBE)
FleetCare International 811111: General Automotive Repair	2005 16th Street San Francisco, CA 94103-4	415-558-9878	MBE DBE SBE (Harbor) VSBE (Harbor)
Master Wash Inc 8111: Automotive Repair and Maintenance	1262 South Lyon Street Santa Ana, CA 92705	714-547-7969	WBE
Primary Colors Leasing LLC dba Red & Blue Car Rental 811111: General Automotive Repair	2131 Palomar Airpor Road Unit 239 Carlsbad, CA 92011	760-710-3091	MBE WBE DBE
Quality Lift & Equipment, Inc 8111: Automotive Repair and Maintenance	10858 Norwalk Blvd Santa Fe Spring, CA 90670	562-903-2131	DVBE
Serrano's Auto Supply & Service 81111: Automotive Mechanical and Electrical Rep... 811111: General Automotive Repair	326 S Atlantic BLVD Los Angeles, CA 90022	323-266-1420	MBE WBE DBE

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**Search for Subcontractors**

Select NAICS codes and other optional filters to find subcontractors in the BAVN database

NAICS CODES: 8113, 81131, 811310

SEARCH: MBE, WBE, SBE, EBE, DVBE

Search Again

MBE = 2

EBE = 0

Notify Subcontractors

WBE = 2

DVBE = 3

10 companies found.

SBE = 3

Companies	Address	Phone	Certification (Blank field indicates OBE)
Choice Technical Services Inc 81131: Commercial and Industrial Machinery and ...	17517 Fabrica WAY Unit K Cerritos, CA 90703	714-522-8123	SLB DVBE LBE
Diamond welding Supply, Inc 81131: Commercial and Industrial Machinery and ... 811310: Commercial and Industrial Machinery and ...	1025 E Bedmar ST Carson, CA 90746	310-608-7454	MBE
Dixie Diesel and Electric, Inc. 81131: Commercial and Industrial Machinery and ...	3150 Maxson Rd. El Monte, CA 91732	562-695-3900	SBE (LA)
DYNAMIK, INC. 8113: Commercial and Industrial Machinery and ...	2766 Laning Rd. San Diego, CA 92106	8668203110	DVBE
Integral Engineering Services, Inc 8113: Commercial and Industrial Machinery and ...	3926 Vista Court Glendale, CA 91214	818-244-8766	SBE (LA)
Master Wash Inc 8113: Commercial and Industrial Machinery and ...	1262 South Lyon Street Santa Ana, CA 92705	714-547-7969	WBE
Quality Lift & Equipment, Inc 8113: Commercial and Industrial Machinery and ...	10858 Norwalk Blvd Santa Fe Spring, CA 90670	562-903-2131	DVBE
RISELO ENGINEERING SOLUTIONS, INC. 8113: Commercial and Industrial Machinery and ... 81131: Commercial and Industrial Machinery, and ...	17338 Holly Dr. Fontana, CA 92335	909-356-8827	MBE

SecureUSA, Inc. 811310: Commercial and Industrial Machinery and ...	4250 Keith Bridge Road Suite 160 Cumming, Georgia 30041	770-205-0789	WBE
Sungro products, Inc 811310: Commercial and Industrial Machinery and ...	810 E. 18th Street Los Angeles, CA 90021	213-747-4125	SLB SBE (Harbor) SBE (LA) VSBE (Harbor) LBE

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**Search for Subcontractors**

Select NAICS codes and other optional filters to find subcontractors in the BAVN database

Search Again

Notify Subcontractors

255 companies found.

<p>5416: <u>MBE = 97</u>  <u>WBE = 83</u>  <u>SBE = 39</u>  <u>EBE = 15</u>  <u>DVBE = 11</u></p>	<p>54162: <u>MBE = 34</u>  <u>WBE = 44</u>  <u>SBE = 23</u>  <u>EBE = 7</u>  <u>DVBE = 2</u></p>	<p>541620: <u>MBE = 29</u>  <u>WBE = 33</u>  <u>SBE = 31</u>  <u>EBE = 15</u>  <u>DVBE = 5</u></p>
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	Companies	Address	Phone	Certification (Blank field indicates OBE)
	(a?) - Alpha Analysis, Inc. 5416: Management, Scientific, and Technical Co..	2321 Sewanee LN Arcadia, CA 91007	626-338-2120	MBE SLB
	3Di INC 5416: Management, Scientific, and Technical Co..	3 Pointe Drive Unit 307 BREA, CA 92821	714-257-1100	MBE DBE SBE (Harbor) SBE (LA) VSBE (Harbor)
	A. A. Rich and Associates 5416: Management, Scientific, and Technical Co..	150 Woodside Drive San Anselmo, CA 94960	415-485-2937	WBE
	A2Q2 Corporation 5416: Management, Scientific, and Technical Co..	303 Twin Dolphin DR Unit 600 Redwood City, CA 94065	408-420-9108	MBE WBE DBE
	Advent Consulting Associates 5416: Management, Scientific, and Technical Co..	3541 Pacifica Lane Elk Grove, CA 95758	916-753-3993	DVBE
	AESCO, Inc. 5416: Management, Scientific, and Technical Co.. 54162: Environmental Consulting Services 541620: Environmental Consulting Services	17782 Georgetown Lane Huntington Beach, CA 92647	714-375-3830	WBE DBE EBE SBE (Harbor) SBE (LA) VSBE (Harbor)
	AFIA Consulting 5416: Management, Scientific, and Technical Co..	PO Box 881974 Los Angeles, CA 90009	310-266-2365	MBE WBE DBE
	Agape Enterprises 5416: Management, Scientific, and Technical Co..	7223 Avon Court Dublin, CA 94568	925-803-5736	MBE DBE
	Air & Noise Logic 5416: Management, Scientific, and Technical Co..	62207 P.O. Box Los Angeles, CA 90062	323-294-9335	MBE WBE DBE

Airmac LLC 5416: Management, Scientific, and Technical Co...	3816 Redwood Court Spring Grove, Illinois 60081	847-346-6644	WBE
ALLIANCE ENVIRONMENTAL GROUP 541620: Environmental Consulting Services	5928 Bixby Village Drive Suite 142 Long Beach, CA 90803	562-822-9161	MBE DBE SLB SBE (Harbor) SBE (LA) VSBE (Harbor)
Alliance Resource Group, Inc. 5416: Management, Scientific, and Technical Co...	618 Eucalyptus Dr El Segundo, CA 92656	310-594-8900	DBE DVBE SBE (LA)
Allstate Services Environmental, Inc. 54162: Environmental Consulting Services	1631 Market St Unit B Corona, CA 92880	909-340-1717	WBE DBE
Alpha Professional Resources 5416: Management, Scientific, and Technical Co...	100 E Thousand Oaks BLVD Unit 105 Thousand Oaks, CA 91360	805-371-5644	MBE
Ambient Energy 5416: Management, Scientific, and Technical Co...	201 Spear Street Suite 1100 San Francisco, CA 94501	415-946-4024	WBE DBE
Amergent Techs 541620: Environmental Consulting Services	3553 N. Atlantic Ave., Suite A-158 Long Beach, CA 90807	714-892-0085	SBE (Harbor) SBE (LA) VSBE (Harbor)
Amerit Consulting 5416: Management, Scientific, and Technical Co...	4275 Executive Square Suite 1030 La Jolla, CA 92037	619-244-3000	DVBE
Andersen Environmental 54162: Environmental Consulting Services 541620: Environmental Consulting Services	9937 Jefferson BLVD Unit 200 Culver City, CA 90232	888-705-6300	MBE DBE SBE (Harbor) SBE (LA) VSBE (Harbor)
ArchaeoPaleo Resource Management, Inc. 5416: Management, Scientific, and Technical Co... 54162: Environmental Consulting Services	13368 Beach Ave. Marina del Rey, CA 90292	310-823-2850	WBE DBE
Ardent Environmental Group, Inc. 541620: Environmental Consulting Services	1141 Pomona RD Unit E Corona, CA 92882	951-736-5334	EBE SBE (Harbor) VSBE (Harbor)
Arellano Associates 5416: Management, Scientific, and Technical Co...	13791 Roswell Ave Unit A Chino, CA 91710	909-627-2974	MBE WBE DBE

ASM Affiliates, Inc. 5416: Management, Scientific, and Technical Co... 541620: Environmental Consulting Services	260 S Los Robles Avenue Unit 311 Pasadena, CA 91101	626-793-7395	SBE (Harbor) SBE (LA)
Audecs, Inc. 5416: Management, Scientific, and Technical Co...	222 W Arrellaga Street Suite 8 Santa Barbara, CA 93101	805-845-1122	WBE DBE
Aurora Industrial Hygiene 541620: Environmental Consulting Services	1132 Mission Street, Suite B South Pasadena, CA 91030	562-988-8993	WBE DVBE
AUSAR CONSULTING, INC. 5416: Management, Scientific, and Technical Co...	468 N Camden DR Unit 300 Beverly Hills, CA 90210	310-860-5660	MBE
Avila and Associates Consulting Engineers, Inc. 54162: Environmental Consulting Services	712 Bancroft Road Suite 333 Walnut Creek, CA 94598	415 576-1230	WBE DBE
Axiom Corporation 5416: Management, Scientific, and Technical Co...	1322 Bell AVE Unit 1G Tustin, CA 92780	714-247-1002	MBE DBE EBE
BAE Urban Economics, Inc. (dba Bay Area Economics) 5416: Management, Scientific, and Technical Co... 54162: Environmental Consulting Services	1285 66th Street Emeryville, CA 94608	510-547-9380	WBE SBE (Harbor) VSBE (Harbor)
BASE Architecture 5416: Management, Scientific, and Technical Co...	6151 W Century BLVD Unit 1200 Los Angeles, CA 90045	310-988-1080	MBE DBE SLB
Beacon Management Group 5416: Management, Scientific, and Technical Co...	155 S. El Molino Ave. Suite 103 Pasadena, CA 91101	626-792-3492	MBE DBE LBE
Belshire Environmental Services, Inc. 541620: Environmental Consulting Services	25971 Towne Centre Drive Foothill Ranch, CA 92610	949-460-5200	WBE
BGS Group Consulting, Inc. 5416: Management, Scientific, and Technical Co...	18632 Delano ST Tarzana, CA 91335	818-774-0034	MBE
BLP Engineers, Inc. 541620: Environmental Consulting Services	1533 Honey Hill Road El Cajon, CA 92020	(408)520-0194	EBE SBE (LA)
BonTerra Consulting, Inc. 541620: Environmental Consulting Services	2 Executive Circle Suite 175 Irvine, CA 92614	714-444-9199	WBE DBE

BP Property Development LLC 5416: Management, Scientific, and Technical Co...	472 Crownpointe Circle Vacaville, CA 95687	7075923505	MBE DBE DVBE
Brand Consulting Group, LLC 5416: Management, Scientific, and Technical Co...	529 Hahn Ave, Suite 101 Glendale, CA 91203	818-550-0770	MBE WBE
Brass Star Productions 5416: Management, Scientific, and Technical Co...	20374 Via Medici Porter Ranch, CA 91326	818-886-4464	WBE DBE LBE
Brim-Donahoe West 5416: Management, Scientific, and Technical Co...	3717 S LaBrea AVE Unit 456 Los Angeles, CA 90016	323-291-9496	MBE
Business Waste Management LLC 541620: Environmental Consulting Services	PO Box 3403 Wrightwood, CA 92397	760-249-4044	WBE DBE SBE (Harbor) SBE (LA) VSBE (Harbor)
CA Project Management Consultants 5416: Management, Scientific, and Technical Co...	3 utah irvine, CA 92806	949-331-9236	WBE DBE SBE (Harbor) VSBE (Harbor)
Cadstar Inc. 5416: Management, Scientific, and Technical Co...	1907 Perry Avenue Unit B Redondo Beach, CA 90278	310-374-2923	MBE WBE DBE LBE
California Asbestos Consultants 5416: Management, Scientific, and Technical Co... 541620: Environmental Consulting Services	PO BOX 548 Manhattan Beach, CA 90267	5623070744	SBE (Harbor) SBE (LA) VSBE (Harbor) LBE
California Watershed Engineering Corp. 54162: Environmental Consulting Services 541620: Environmental Consulting Services	2100 E Howell AVE Unit 209 Anaheim, CA 92806	714-385-2600	MBE DBE EBE SBE (Harbor) SBE (LA) VSBE (Harbor) LBE
Cambria Solutions, Inc. 5416: Management, Scientific, and Technical Co...	515 South Flower Street Unit 36th Floor Los Angeles, CA 90071	213-623-4440	MBE DBE
Carter Industrial Automation, Inc. 541620: Environmental Consulting Services	10319 Los Alamitos BLVD Los Alamitos, CA 90720	562-596-9988	MBE
CBX Technologies, Inc. 5416: Management, Scientific, and Technical Co...	8393 Capwell Dr Suite 170 OAKLAND, CA 94621	866-929-8208	MBE DBE

CDSNet, Inc. 5416: Management, Scientific, and Technical Co...	6053 W Century BLVD Unit 900 Los Angeles, CA 90045	310-981-9500	MBE DBE
Century Diversified Inc. 5416: Management, Scientific, and Technical Co...	1917 Longhill Drive Monterey Park, CA 91754	323-265-1443	MBE DBE SBE (LA) LBE
Chattel Architecture, Planning & Preservation, Inc. 541620: Environmental Consulting Services	13417 Ventura Boulevard Los Angeles, CA 91423	818-788-7954	SLB EBE SBE (LA) LBE
CHD Design Groups Inc. 541620: Environmental Consulting Services	2042 Business Center Dr Suite 204 Irvine, CA 92612	949-243-0982	MBE DBE SBE (Harbor) SBE (LA) VSBE (Harbor)
ChemPack & Environmental LLC 54162: Environmental Consulting Services	3721 Karen AVE Long Beach, CA 90808	213-309-4962	MBE DBE SBE (LA) LBE
Chrysalis Consulting, LLC 5416: Management, Scientific, and Technical Co...	11711 N Pennsylvania ST Unit 190 Carmel, IN 46032	317-844-1400	WBE DBE
Cogstone Resource Management Inc. 54162: Environmental Consulting Services	1518 W Taft AVE Orange, CA 92865	714-974-8300	MBE WBE DBE SBE (Harbor) VSBE (Harbor)
Cole Emerson & Associates LLC 5416: Management, Scientific, and Technical Co...	1717 Alicante Drive Roseville, CA 95747	916-296-9747	DVBE EBE SBE (LA)
Concepts CPM, Inc. 541620: Environmental Consulting Services	421 N Maria AVE Redondo Beach, CA 90277	310-372-6822	MBE WBE DBE
Consensus Inc. 54162: Environmental Consulting Services	626 S Wilshire BLVD Unit 1000 Los Angeles, CA 90017	213-438-1755	WBE SBE (Harbor) VSBE (Harbor) LBE
Consilli LLC dba UCS 5416: Management, Scientific, and Technical Co...	4640 Admiralty WAY Unit 500 Marina Del Rey, CA 90292	310-844-7688	MBE DBE
Construction Consulting Unlimited, Inc 5416: Management, Scientific, and Technical Co...	1630 12th Street Oakland, CA 94607	510-836-4949	WBE DBE
Cordoba Corporation 541620: Environmental Consulting Services	1401 N Broadway Los Angeles, CA 90012	213-895-0224	MBE SBE (LA) LBE

	Corporate Guidance Solutions (dba CGS, Inc.) 541620: Environmental Consulting Services	371 Drake Bay Oceanside, CA 92057	760-651-2247	DVBE SBE (Harbor) VSBE (Harbor)
	Coto Consulting, Inc. 54162: Environmental Consulting Services	42 Sawgrass COTO DE CAZA, CA 92679	949-378-0573	WBE
	Counter Technology, Inc. 5416: Management, Scientific, and Technical Co...	20410 Observation Drive AVE Unit 203 Germantown, MD 20876	301-528-8591	MBE WBE DBE
	Crabbe & Associates, Environmental Consultants 541620: Environmental Consulting Services	765 W Altadena DR Altadena, CA 91001	626-676-6993	MBE DBE
	CSH Planning/Stormwater Specialists, LLC 5416: Management, Scientific, and Technical Co...	3253 Lowther Way Antelope, CA 95843	916-570-3853	MBE
	CTL Environmental Services 54162: Environmental Consulting Services	3777 Long Beach BLVD Unit Annex Long Beach , CA 90807	310-530-5006	WBE
	Curatium Consulting 541620: Environmental Consulting Services	8017 Archer AVE Fair Oaks, CA 95628	916-863-0822	SBE (Harbor) SBE (LA) VSBE (Harbor)
	D R Consultants & Designers, Inc. 541620: Environmental Consulting Services	725 S Figueroa Street Suite 3320 Los Angeles, CA 90017	213-687-1130	MBE WBE DBE SLB
				EBE SBE (Harbor) SBE (LA) VSBE (Harbor) LBE
	D'Annunzi Associates 541620: Environmental Consulting Services	12832 Indianapolis Street Los Angeles, CA 90066	3102957781	EBE
	Dabri, Inc. (Certified WBE, MBE, DBE) 54162: Environmental Consulting Services	1321 Palm Avenue Martinez, CA 94553	925-313-9237	MBE DBE EBE SBE (Harbor) SBE (LA) VSBE (Harbor)
	Dakota Communications 5416: Management, Scientific, and Technical Co...	11845 W. Olympic Bld., Suite 645 Los Angeles, CA 90064	310-815-8444	MBE DBE SBE (Harbor) VSBE (Harbor) LBE
	Daniel R. Arguello 5416: Management, Scientific, and Technical Co...	3029 Eva Terrace Los Angeles, CA 90031	323.222.8436	DVBE SBE (LA)



	Danrae, Inc. 5416: Management, Scientific, and Technical Co...	6 Hutton Centre Suite 600 Santa Ana, CA 92707	714.382.6768	EBE SBE (Harbor) SBE (LA) VSBE (Harbor)
	DDB Engineering, Inc. 54162: Environmental Consulting Services 541620: Environmental Consulting Services	15635 Alton Parkway Suite 117 Irvine, CA 92618	949-727-4008	WBE DBE
	Diana Ho Consulting Group 5416: Management, Scientific, and Technical Co...	4712 Admiralty Way Unit 236 Marina del Rey, CA 90292	310-344-5556	MBE WBE DBE LBE
	Diaz Yourman & Associates 54162: Environmental Consulting Services 541620: Environmental Consulting Services	1616 East 17th Street Santa Ana, CA 92705-8509	714-245-2920	MBE DBE SBE (Harbor)
	DMR Consulting 54162: Environmental Consulting Services	290 S Oakland Ave. Unit 6 Pasadena, CA 91101	626-792-7627	WBE DBE SLB
	DRMcNatty & Associates, Inc. 5416: Management, Scientific, and Technical Co...	26300 La Alameda Unit 260 Mission Viejo, CA 92691	949-367-7990	SBE (LA)
	E. Tseng and Associates 5416: Management, Scientific, and Technical Co... 54162: Environmental Consulting Services 541620: Environmental Consulting Services	30023 W Rainbow Crest Dr Agoura Hills, CA 91301	818-802-7111	MBE SBE (Harbor) VSBE (Harbor) LBE
	E2 Environmental, Inc. 541620: Environmental Consulting Services	15375 Barranca PKY Unit B202 Irvine, CA 92618	949-453-8085	SBE (Harbor) SBE (LA) VSBE (Harbor)
	Earth Mechanics, Inc. 5416: Management, Scientific, and Technical Co...	17800 Newhope ST Unit B Fountain Valley, CA 92708	714-751-3826	MBE DBE SBE (Harbor)
	Eclaro International Inc 5416: Management, Scientific, and Technical Co...	450 Seventh AVE Unit 506 New York, NY 10123	646-695-2931	MBE
	EK Associates 54162: Environmental Consulting Services 541620: Environmental Consulting Services	11432 South Street Unit 309 Cerritos, CA 90701	310-801-1972	MBE WBE DBE SBE (Harbor) SBE (LA) VSBE (Harbor)
	EMH, Inc. 5416: Management, Scientific, and Technical Co...	1401 21st ST Suite 100 Sacramento, CA 95811	916-443-4722	WBE DBE

Entech Consulting Group 54162: Environmental Consulting Services	43410 Business Park Drive Temecula, CA 92590	951-506-0055	MBE WBE DBE
EnviCraft LLC 54162: Environmental Consulting Services	3315 Glendale BLVD Unit 5 Los Angeles, CA 90039	323-668-9030	MBE DBE
Environmental Compliance Solutions 5416: Management, Scientific, and Technical Co... 54162: Environmental Consulting Services	171 Pier Ave Unit 337 Santa Monica, CA 90405	310-664-1396	WBE
Enviropro, Inc./ American Analytics 54162: Environmental Consulting Services	9765 Eton AVE Chatsworth, CA 91311	818-998-5547	WBE
ERJ Engineering Consultants 5416: Management, Scientific, and Technical Co...	11100 E. Artesia Blvd. BLVD Unit 1 Cerritos, CA 90703	562-865-2200	MBE DBE SLB LBE
ETR-Engineering & Technical Resources 5416: Management, Scientific, and Technical Co...	335 E Albertoni AVE Unit 200-525 Carson, CA 90746	310-720-2276	MBE WBE SBE (Harbor) VSBE (Harbor) LBE
Faith Group, LLC 5416: Management, Scientific, and Technical Co...	14 Arbor Road St. Louis, MO 63132	314-991-2228	WBE
FCC Services 5416: Management, Scientific, and Technical Co...	11048 Oso AVE Chatsworth, CA 91311	818-634-2153	MBE DBE SLB
FCI Management Consultants 5416: Management, Scientific, and Technical Co... 54162: Environmental Consulting Services	3850 E Gilman AVE Long Beach, CA 90815	562-719-9300	MBE WBE DBE LBE
FPA Underground, Inc. 5416: Management, Scientific, and Technical Co...	201 W Garvey AVE Unit 102 Monterey Park, CA 91754	626-372-1771	MBE
Frank Cardenas and Associates 5416: Management, Scientific, and Technical Co...	451 Prospect Circle South Pasadena, CA 91030	626-441-3792	MBE DBE
Franklin Hill Group 5416: Management, Scientific, and Technical Co...	1032 Franklin ST Santa Monica, CA 90403	310-828-3649	WBE DBE SLB
G&G Risk Management Consultants, Inc. 5416: Management, Scientific, and Technical Co... 541620: Environmental Consulting Services	4464 Lone Tree Way #713 Antioch, CA 94531	925-778-9624	MBE DBE

Galvin Preservation Associates Inc. 541620: Environmental Consulting Services	231 California Street El Segundo, CA 90245	310-792-2690	MBE WBE DBE SBE (Harbor) VSBE (Harbor)
GCAP Services, Inc. 5416: Management, Scientific, and Technical Co...	3525 Hyland Avenue Suite 260 Costa Mesa, CA 92626	714-800-1795	MBE DBE SBE (Harbor) VSBE (Harbor)
Great Ecology, Inc. 54162: Environmental Consulting Services 541620: Environmental Consulting Services	1020 Prospect Street Suite 310 La Jolla, CA 92037	858-750-3201	SBE (Harbor) SBE (LA) VSBE (Harbor)
Grid Services, Inc. 5416: Management, Scientific, and Technical Co...	3717 S La Brea AVE Unit 643 Los Angeles, CA 90016	310-341-9072	MBE WBE
Hamai Consulting 5416: Management, Scientific, and Technical Co...	P.O. Box 13572 Los Angeles, CA 90013	626-689-2650	SBE (LA)
Hard Copy 5416: Management, Scientific, and Technical Co...	P. O. Box 92225, Pasadena, CA 91109 3233 N. San Fernando Rd. #1 Los Angeles, CA 90065	323-255-4252	WBE LBE
Harris & Company 5416: Management, Scientific, and Technical Co...	7026 Vista del Mar Lane Playa del Rey, CA 90293	213-7493386	WBE
Harris & Company 541620: Environmental Consulting Services	PO Box 72237 Davis, CA 95617	530-758-2100	WBE
Harris Tax and Financial Solutions 5416: Management, Scientific, and Technical Co...	8939 S Sepulveda BLVD Unit 102 Los Angeles, CA 90045	310-242-6420	MBE WBE DBE LBE
HF&H Consultants, LLC 5416: Management, Scientific, and Technical Co... 54162: Environmental Consulting Services	19200 Von Karman Avenue Suite 360 Irvine, CA 94612	925-977-6960	SBE (LA)
Higman Doehle Inc. 54162: Environmental Consulting Services	4499 PO Box 4499 Palos Verdes, CA 90274	310-544-6244	MBE WBE DBE SLB
HSG, LLC 54162: Environmental Consulting Services	4001 S Decatur BLVD Unit 37-376 Las Vegas, NV 89147	866-487-3895	WBE
HTS Environmental Services, Inc. 54162: Environmental Consulting Services 541620: Environmental Consulting Services	10600 S Painter Ave. AVE Santa fe Springs, CA 90670	562-906-2633	SBE (LA)

Hunter Pacific Group 5416: Management, Scientific, and Technical Co...	701 B Street Suite 1120 San Diego, CA 92101	619-232-2321	WBE DBE
HVAC Engineering, Inc. 5416: Management, Scientific, and Technical Co...	16980 W Via Tazon RD Unit 300 San Diego, CA 92127	858-569-6591	WBE DBE
IAC Training Inc 5416: Management, Scientific, and Technical Co...	18321 S Western AVE Gardena, CA 90248	310-630-0174	WBE
IDC consulting Engineers 5416: Management, Scientific, and Technical Co...	203 West Cerritos Ave. Anaheim, CA 92805	714-520-9070	MBE WBE DBE
IDModeling, Inc 5416: Management, Scientific, and Technical Co...	55 E Huntington DR Unit 130 Arcadia, CA 91006	626-244-0700	MBE DBE
Industrial Hygiene Management, Inc 541620: Environmental Consulting Services	141 E Huntington Drive Unit 201 Arcadia, CA 91006	626-447-5237	WBE DBE SBE (Harbor) VSBE (Harbor)
Infinite Options Consulting Inc. 5416: Management, Scientific, and Technical Co...	5300 W Fairview BLVD Unit 03 Los Angeles, CA 90056	310-670-2177	MBE WBE SBE (Harbor) VSBE (Harbor)
Information Design Consultants, Inc. 5416: Management, Scientific, and Technical Co...	309 E Hillcrest Boulevard #384 Inglewood, CA 90301	888-432-4373	MBE WBE DBE SBE (Harbor)
			SBE (LA) VSBE (Harbor) LBE
Integrated Engineering Management (IEM) 5416: Management, Scientific, and Technical Co... 54162: Environmental Consulting Services 541620: Environmental Consulting Services	302 W. 5th Street Unit 207 San Pedro, CA 90731	310-221-0749	WBE DBE SLB EBE SBE (Harbor) SBE (LA) VSBE (Harbor) LBE
Integrus Management Group, LLC 5416: Management, Scientific, and Technical Co...	8599 Haven AVE. Unit 202 Rancho Cucamonga, CA 91730	909-752-0229	MBE WBE DBE SBE (Harbor) VSBE (Harbor)
Integrus Construction Corporation 5416: Management, Scientific, and Technical Co...	6826 Etiwanda AVE RANCHO CUCAMONGA, CA 91739	909-261-7575	MBE WBE DBE
Intueor Consulting, Inc. 5416: Management, Scientific, and Technical Co...	7700 Irvine Center Drive, Ste 470 Irvine, CA 92618	949-466-5663	MBE DBE SBE (Harbor) SBE (LA)

	JCI Design & Engineering 541620: Environmental Consulting Services	4443 Casa Grande CIR Unit 169 Cypress, CA 90630	714-723-6065	MBE DBE
	JNA Builders, Inc 5416: Management, Scientific, and Technical Co...	3549 El Caminito La Crescenta, CA 91214	888-315-1283	MBE DBE EBE SBE (LA) LBE
	JnG Solutions, Inc. 541620: Environmental Consulting Services	5419 Luis DR Agoura Hills, CA 91301	818-692-6726	MBE DBE
	Katherine Padilla & Associates 54162: Environmental Consulting Services	440 Tamarac Drive Pasadena, CA 91105	323-258-5384	MBE WBE DBE SBE (Harbor) VSBE (Harbor)
	KB Environmental Sciences Inc 54162: Environmental Consulting Services	9500 Koger BLVD Unit 211 Saint Petersburg, FL 33702	727-578-5152	WBE DBE
	Keegan Engineering dba ERG 541620: Environmental Consulting Services	2279 Eagle Glen Parkway Suite 112 PMB 329 CORONA, CA 92883	951-898-6000	DVBE
	KH Consulting Group 5416: Management, Scientific, and Technical Co...	1901 Avenue of the Stars Suite 200 Los Angeles, CA 90067	310-203-5417	WBE DBE SLB SBE (Harbor) VSBE (Harbor)
	Kinnetic Laboratories, Inc. 541620: Environmental Consulting Services	307 Washington Street Santa Cruz, CA 95060	831-457-3950	EBE SBE (Harbor) SBE (LA) VSBE (Harbor)
	Kosmont and Associates, Inc. dba Kosmont Companies 5416: Management, Scientific, and Technical Co...	865 S Figueroa ST Unit 3500 Los Angeles, CA 90017	213-417-3300	MBE
	KR Access Corporation 54162: Environmental Consulting Services	7841 W 81st ST West Hollywood, CA 90293	121-111-1111	MBE WBE
	Kwame Building Group, Inc. 5416: Management, Scientific, and Technical Co...	1204 Washington Avenue Unit 200 Saint Louis, MO 63103	314-862-5344	MBE DBE
	Langford & Carmichael, Inc. 5416: Management, Scientific, and Technical Co...	4422 Laurelgrove Ave. Studio City, CA 91604	310-902-1877	MBE WBE DBE SLB SBE (Harbor) VSBE (Harbor)

LAS Engineering 54162: Environmental Consulting Services	28592 La Cumbre Laguna Niguel, CA 92677	949-466-5858	WBE SBE (Harbor) VSBE (Harbor)
LEE & RO, INC. 54162: Environmental Consulting Services	1199 S Fullerton Road City of Industry, CA 91748	626-912-3391	MBE LBE
Leland Saylor Associates 5416: Management, Scientific, and Technical Co...	2046 Armacost Avenue Los Angeles, CA 90025	310-207-6900	DVBE
LifeLung, Inc. 5416: Management, Scientific, and Technical Co...	1231 S Gladys AVE Unit San Gabriel, CA 91776	626-614-9581	SBE (Harbor) SBE (LA) VSBE (Harbor) LBE
LMJ Consulting, Inc. 5416: Management, Scientific, and Technical Co...	8881 Greenberg Lane San Diego, CA 92129	6198132339	EBE SBE (Harbor)
Lumen21 5416: Management, Scientific, and Technical Co...	2333 N Broadway ST Unit 203 Santa Ana, CA 92706	714-862-2171	MBE SBE (Harbor) VSBE (Harbor)
LVR International 5416: Management, Scientific, and Technical Co...	1601 Sepulveda Blvd. 789 Manhattan Beach, CA 90266	213-819-9009	MBE WBE DBE SBE (LA) LBE
Lynn C. Kronzek & Associates 54162: Environmental Consulting Services	145 S Glenoaks BLVD Unit 240 Burbank, CA 91502	818-768-7688	WBE DBE SBE (Harbor) VSBE (Harbor) LBE
M2 Resource Consulting, Inc. 54162: Environmental Consulting Services 541620: Environmental Consulting Services	15303 Ventura Blvd SO, CA 91403	626-497-0901	WBE DBE SBE (Harbor) VSBE (Harbor)
MapVision Technologies, Inc. 5416: Management, Scientific, and Technical Co...	6080 Barcelona Court Granite Bay, CA 95746	714-403-6433	MBE SBE (LA)
Marrs Services, Inc. 541620: Environmental Consulting Services	328 E Commonwealth AVE Unit B Fullerton, CA 92832	714-213-8650	MBE WBE DBE SBE (Harbor)
Maxon Consulting, Inc. 5416: Management, Scientific, and Technical Co...	2546 San Clemente TER San Diego, CA 92122	858-552-0964	WBE DBE
MBC Applied Environmental Sciences 5416: Management, Scientific, and Technical Co... 54162: Environmental Consulting Services	3000 Red Hill AVE Costa Mesa, CA 92626	714-850-4830	SBE (Harbor) SBE (LA) VSBE (Harbor)

541620: Environmental Consulting Services				
McDaniel Lambert 541620: Environmental Consulting Services	1608 Pacific Avenue Suite 201 Venice, CA 90291	310-392-6462	WBE DBE LBE	
McKissack & McKissack of Los Angeles 541620: Environmental Consulting Services	601 S Figueroa Street Suite 4425 Los Angeles, CA 90017	213.622.4938	MBE WBE	
Mearns Consulting LLC 541620: Environmental Consulting Services	738 Ashland AVE Santa Monica, CA 90405	310-396-9606	WBE DBE SBE (Harbor) VSBE (Harbor)	
MLM & Associates Engineering, Inc. 54162: Environmental Consulting Services 541620: Environmental Consulting Services	23011 Moulton Parkway Unit F-5 Laguna Hills, CA 92653	949-586-1900	MBE WBE DBE	
Morgner Construction Management 5416: Management, Scientific, and Technical Co...	15260 Ventura Blvd Unit 1080 Sherman Oaks, CA 91403	818-461-8100	DBE SBE (LA)	
MVR Consulting 54162: Environmental Consulting Services	236 P. O. Box 236 Calimesa, CA 92320	951-845-4391	WBE DBE SLB SBE (Harbor) VSBE (Harbor)	
MW Partners 5416: Management, Scientific, and Technical Co...	4675 MacArthur Court Suite 500 Newport Beach, CA 92660	9497050696	DVBE	
National Econ Corporation 541620: Environmental Consulting Services	1899 S Santa Cruz Street Anaheim, CA 92805	714-978-6320	SBE (Harbor) SBE (LA) VSBE (Harbor)	
Nautilus Environmental, LLC 5416: Management, Scientific, and Technical Co... 541620: Environmental Consulting Services	4340 Vandever Avenue San Diego, CA 92120	858-587-7333	WBE DBE SBE (Harbor) VSBE (Harbor)	
NetServe Systems, Inc. 5416: Management, Scientific, and Technical Co...	1360 Reynolds AVE Unit 120 Irvine, CA 92614	949-752-6788	MBE	
Ninyo & Moore 541620: Environmental Consulting Services	475 Goddard Unit 200 Irvine, CA 92618	949-753-7070	MBE	
Northgate Environmental Management, Inc. 54162: Environmental Consulting Services	24411 Ridge Route Drive Suite 130 Laguna Hills, CA 92653	949-716-0050	SBE (LA)	
Odic Environmental 541620: Environmental Consulting Services	3255 Wilshire BLVD Unit 1510 Los Angeles, CA 90010	213-380-0090	DVBE SBE (LA)	

Olson Communications 5416: Management, Scientific, and Technical Co...	402 West Broadway Unit 400 San Diego, CA 92101	858-761-1249	WBE DBE
Oxaria Corporation 541620: Environmental Consulting Services	6227 Poppy Peak Dr Los Angeles, CA 90042	323-333-8023	WBE DBE SBE (Harbor) SBE (LA) VSBE (Harbor) LBE
Pacific EcoRisk 54162: Environmental Consulting Services	2250 Cordelia Road Fairfield, CA 94534	707-207-7760	SBE (LA)
Pacifica Services, Inc. 5416: Management, Scientific, and Technical Co...	106 S Mentor AVE Unit 200 Pasadena, CA 91106	626-405-0131	MBE DBE
Panacea, Inc. 541620: Environmental Consulting Services	14905 Paramount BLVD Unit H Paramount, CA 90723	562-860-2869	MBE DBE
Parking Design Associates Inc 5416: Management, Scientific, and Technical Co...	9548 robin AVE fountain valley, CA 92708	714-595-2564	MBE WBE DBE
Patten Energy Enterprises Inc. 541620: Environmental Consulting Services	3437 N Main ST Los Angeles, CA 90007	323-235-3500	MBE DBE SBE (Harbor) VSBE (Harbor) LBE
PCR Services Corporation 541620: Environmental Consulting Services	233 Wilshire BLVD Unit 130 Santa Monica, CA 90401	310-451-4488	SBE (LA)
Pika Environmental, LLC 5416: Management, Scientific, and Technical Co... 541620: Environmental Consulting Services	4065 Woodman Canyon Sherman Oaks, CA 91423	818-986-9193	WBE DBE SLB SBE (Harbor) SBE (LA) VSBE (Harbor) LBE
pinetree ridge 5416: Management, Scientific, and Technical Co...	10701 Cull Canyon Rd Castro Valley, CA 94552	530-838-8888	WBE DBE
Pinpoint Resource Group 5416: Management, Scientific, and Technical Co...	1960 E Grand AVE Unit 1260 El Segundo, CA 90245	310-356-8123	MBE
PMCS Group, Inc. 5416: Management, Scientific, and Technical Co...	18761 Winnwood Lane Santa Ana, CA 92705	714-633-2322	MBE WBE DBE SBE (Harbor) VSBE (Harbor)



PMG Associates, Inc. 54162: Environmental Consulting Services	3880 NW 2 Court Deerfield Beach, FL 33442	954-427-5010	WBE DBE
Printree, LLC 54162: Environmental Consulting Services 541620: Environmental Consulting Services	5209 Wilshire Blvd Los Angeles, Ca 90036	8887064441	MBE SBE (Harbor) VSBE (Harbor)
ProDIGIQ, Inc. 5416: Management, Scientific, and Technical Co...	26500 W West Agoura RD Unit 102-796 CALABASAS , CA 91302	818-879-0035	MBE WBE DBE
Project Delivery Analysts LLC 5416: Management, Scientific, and Technical Co...	14342 Shawnee ST Moorpark, CA 93021	805-298-6570	EBE SBE (Harbor) SBE (LA) VSBE (Harbor)
Project Partners, Inc. 54162: Environmental Consulting Services 541620: Environmental Consulting Services	23195 La Cadena Drive Unit 101 Laguna Hills, CA 92653	949-852-9300	MBE DBE EBE SBE (Harbor) VSBE (Harbor)
ProjectLine Technical Services Inc. 541620: Environmental Consulting Services	2900 Bristol Unit D-103 Costa Mesa, CA 92626	714-540-5460	MBE WBE DBE SBE (Harbor) SBE (LA) VSBE (Harbor)
PROTEUS Consulting 541620: Environmental Consulting Services	13738 Stoney Gate PL San Diego, CA 92128	858-353-2805	EBE SBE (Harbor) VSBE (Harbor)
PROVISTA 5416: Management, Scientific, and Technical Co...	39210 State Street Suite 100 Fremont, CA 94538	510-794-1884	WBE DBE SBE (Harbor)
PRWT Services Inc 5416: Management, Scientific, and Technical Co...	608 S Olive ST Unit 1120 Los Angeles, CA 90014	213-864-1254	MBE
Q&S Engineering 5416: Management, Scientific, and Technical Co...	4445 Eastgate Mall Unit 200 San Diego, CA 92121	858-509-9508	MBE DBE
quality engineering inc. 5416: Management, Scientific, and Technical Co...	417 Harrison St Oakland, CA 94607	510-433-0630	MBE DBE
Quality Innovative Solutions, Inc 5416: Management, Scientific, and Technical Co...	1741 Ives Avenue Suite B Oxnard, CA 93033	8059838200	DVBE

Quinn Environmental Strategies, Inc. 541620: Environmental Consulting Services	2618 San Miguel Drive, #400 Newport Beach, CA 92660	949-769-3432	WBE EBE SBE (Harbor) VSBE (Harbor)
Raju Associates, Inc. 54162: Environmental Consulting Services	524 S Rosemead Boulevard Pasadena, CA 91107	626-796-6796	MBE DBE
Ralph Stone and Company, Inc. 541620: Environmental Consulting Services	10954 Santa Monica BLVD Los Angeles, CA 90025	310-478-1501	WBE SBE (Harbor) VSBE (Harbor) LBE
Ramos Consulting Services, Inc. 541620: Environmental Consulting Services	2275 Huntington DR Unit 448 San Marino, CA 91108	626-905-4888	MBE DBE EBE SBE (LA) LBE
RDZigns, LLC 5416: Management, Scientific, and Technical Co...	100 N Brand Blvd. Unit 416 Glendale, CA 91203	818-539-2209	WBE DBE
Red Engine Consulting LLC 5416: Management, Scientific, and Technical Co...	11271 Ventura BLVD Unit 314 Studio City, CA 91604	818-480-0578	MBE WBE DBE SLB
Rinsler Consulting 541620: Environmental Consulting Services	5350 Bryant Ave. Oakland, CA 94618	510-409-2398	WBE DBE
Roland International Freight Services, Inc. 5416: Management, Scientific, and Technical Co...	5710 W. Manchester Avenue, Suite 104 Los Angeles, CA 90045	310-337-1775	MBE SBE (Harbor) VSBE (Harbor)
Roos Technologies International 5416: Management, Scientific, and Technical Co...	6303 Owensmouth AV, 10th Floor Woodland Hills, CA 91367	8054992976	MBE
Rothman Engineering, Inc. 541620: Environmental Consulting Services	205 S Broadway Unit 206 Los Angeles, CA 90012	213-621-3155	WBE SLB LBE
RZ Group 54162: Environmental Consulting Services	2121 Pinecrest Drive Altadena, CA 91001	626-696-9379	MBE WBE DBE
Safe Utility Exposure, Inc. 541620: Environmental Consulting Services	14728 Biola AVE La Mirada, CA 90638	562-715-1414	WBE DBE EBE SBE (Harbor) SBE (LA) VSBE (Harbor) LBE

Safety Environmental Consulting 54162: Environmental Consulting Services	11432 South Unit 99 Cerritos, CA 90703	562-804-4549	MBE WBE DBE SLB
Sanberg Group 541620: Environmental Consulting Services	14565 Valley View Ave. Suite Z Santa Fe Springs, CA 90670	562-404-1113	WBE DBE
Sapphos Environmental, Inc. 54162: Environmental Consulting Services	430 North Halstead ST Pasadena, CA 91107	626-683-3547	MBE WBE DBE LBE
Saucedo Group 5416: Management, Scientific, and Technical Co...	9720 Wilshire BLVD Unit 5th Floor Beverly Hills, CA 90212	323-243-4556	MBE WBE DBE
Seaport Lighting Inc 541620: Environmental Consulting Services	PO Box 12541 Palm Desert, CA 92255	760-772-5801	WBE DBE
Seaport Lighting, Inc. 54162: Environmental Consulting Services	19542 Shadow Springs Way Northridge, CA 91326	818-366-9783	WBE DBE
Senoka Staffing Solutions 5416: Management, Scientific, and Technical Co...	1455 E South Auto Center DR Ontario, CA 91761	877-473-7267	MBE WBE DBE
SERVITEK SOLUTIONS, INC. 5416: Management, Scientific, and Technical Co...	21017 Commerece Point DR Suite D Walnut, CA 91789	626-227-1650	MBE DBE DVBE SBE (Harbor) VSBE (Harbor) LBE
Shaya Tech Inc., 5416: Management, Scientific, and Technical Co...	20458 S roca chica drive BLVD Unit 101 malibu, CA 90265	310-395-1555	WBE DBE
Shayatech Inc. 5416: Management, Scientific, and Technical Co...	1513 6th street Unit 201 Santa Monica, CA 90401	310-584-4555	WBE DBE
Simplex Construction Management Inc. 5416: Management, Scientific, and Technical Co...	970 N Tustin Ave Unit 201 Anaheim, CA 92807	714-575-1148	MBE DBE
Sirius Environmental 54162: Environmental Consulting Services 541620: Environmental Consulting Services	1478 N Altadena DR Pasadena, CA 91107	626-808-0031	WBE DBE
SKS Engineering, Inc. 5416: Management, Scientific, and Technical Co...	15008 Espola RD Unit B Poway, CA 92064	858-395-7368	MBE

Somach Simmons & Dunn 5416: Management, Scientific, and Technical Co... 54162: Environmental Consulting Services	500 Capitol Mall Suite 1000 Sacramento, CA 95814	916-446-7979	SBE (LA)
Sorensen Groundwater Consulting, Inc. 5416: Management, Scientific, and Technical Co...	17302 Glenburn Ave. Torrance, CA 90504	310-365-1707	SBE (LA)
Soto Consulting 5416: Management, Scientific, and Technical Co...	1237 10th street, #5 Santa Monica, CA 90401	(949) 370-6079	EBE SBE (LA)
Spectrum II 54162: Environmental Consulting Services 541620: Environmental Consulting Services	2155 Stonewood CT San Pedro, CA 90732	310-755-6540	MBE DBE SBE (Harbor) VSBE (Harbor) LBE
SSM Consulting Group, LLC 5416: Management, Scientific, and Technical Co...	4684 Tuscani Drive Cypress, CA 90630	714-299-9064	MBE DBE
strategic engineering and science 541620: Environmental Consulting Services	11701 Cowan, Suite 210 Irvine, CA 92614	949-553-8417	SBE (Harbor) SBE (LA)
Summit Consulting & Engineering, Inc. 5416: Management, Scientific, and Technical Co...	300 N. Lake Ave. Unit 320 Pasadena, CA 91101	626-449-9052	MBE WBE DBE SLB
Synergie Consulting LLC 5416: Management, Scientific, and Technical Co...	16720 Hugh Torance Parkway Huntersville, NC 28078	704-274-9238	MBE DBE
Synergy Consultants, Inc. 54162: Environmental Consulting Services	4742 42nd Ave SW Unit 9 Seattle, WA 98116	206-933-9752	WBE DBE
T3W Business Solutions, Inc. 54162: Environmental Consulting Services 541620: Environmental Consulting Services	3921 Ampudia San Diego, CA 92110	619-298-0888	WBE DBE SBE (Harbor) VSBE (Harbor)
TECHONSITE 5416: Management, Scientific, and Technical Co...	11520 Brymer Lane Northridge, CA 91326	310-736-8800	MBE
Terra Firma Enterprises 5416: Management, Scientific, and Technical Co...	181 Westminster Avenue Ventura, CA 93003	805-642-5232	WBE
Terradyne 54162: Environmental Consulting Services	24881 Alicia PKY Unit E327 Laguna Hills, CA 92653	949-389-0678	MBE DBE

	TGR Geotechnical, Inc. 54162: Environmental Consulting Services 541620: Environmental Consulting Services	3037 S Harbor Blvd Santa Ana, CA 92704	562-7872280	MBE DBE
	The Better World Group 54162: Environmental Consulting Services	150 E Olive Avenue Unit 308 Burbank, CA 91502	818-563-9111	MBE WBE
	The Bodhi Group Inc 541620: Environmental Consulting Services	5480 Baltimore DR Unit 207 La Mesa, CA 91942	858-513-1469	MBE DBE
	The Creative Solution 5416: Management, Scientific, and Technical Co...	4041 Via Marisol St. Suite 112 los angeles, CA 90042	323-222-4065	MBE DBE LBE
	The Milieu Group dba Malkoff and Associates 5416: Management, Scientific, and Technical Co... 54162: Environmental Consulting Services	1516 Brookhollow DR Santa Ana, CA 92705	714-288-6200	WBE DBE SBE (Harbor) VSBE (Harbor)
	The Morcos Group 54162: Environmental Consulting Services	848 S Ridgeley DR Unit 100 los Angeles, CA 90036	213-305-8624	SLB EBE SBE (LA) LBE
	The Norland Group 5416: Management, Scientific, and Technical Co...	9716 Alburdis Ave Santa Fe Springs, CA 90670	562-222-1716	MBE WBE DBE
	The Sierra Group 5416: Management, Scientific, and Technical Co...	6755 Bright Avenue Suite A-B Whittier, CA 90601	562-696-1800	MBE WBE DBE
	The Solis Group 5416: Management, Scientific, and Technical Co...	145 N Vista AVE Unit 104 Pasadena, CA 91107	626-685-6989	MBE WBE DBE SBE (Harbor) VSBE (Harbor)
	The Stergion Group, Inc. 5416: Management, Scientific, and Technical Co...	409 N Pacific Coast Hwy Unit 223 Redondo Beach, CA 90275	310-740-1709	WBE DBE SLB SBE (Harbor) VSBE (Harbor)
	The Terrazas Group 5416: Management, Scientific, and Technical Co...	1995 Brigden RD Pasadena, CA 91104	626-797-7537	DBE SBE (LA)
	The Zamzow Group, Inc. 5416: Management, Scientific, and Technical Co...	264 S La Cienega Boulevard Suite 1120 Beverly Hills, CA 90211	310-551-3000	WBE DBE SLB EBE SBE (Harbor) SBE (LA) VSBE (Harbor)

Third Millennium Business Systems, Inc. 5416: Management, Scientific, and Technical Co...	10940 Wilshire Blvd Unit 600 Los Angeles, CA 90024	310-443-4105	MBE WBE SLB
Todd Engineers 54162: Environmental Consulting Services	2490 Mariner Square Loop Ste 215 Alameda, CA 94501	5107476920	WBE SBE (LA)
Transportation Management 5416: Management, Scientific, and Technical Co...	1902 Wright Place Suite 180 Carlsbad, CA 92008	760-476-9600	SBE (LA)
Transportation Systems Engineering 5416: Management, Scientific, and Technical Co...	6154 Laurel Blossom PL Rancho Cucamonga, CA 91739	213-215-8096	WBE DBE
Triad International, LLC 54162: Environmental Consulting Services	1852 Crenshaw Blvd Los Angeles, CA 90019	310-463-6843	MBE DBE
Trinus Corporation 5416: Management, Scientific, and Technical Co...	330 N Brand Unit 1080 Glendale, CA 91203	818-246-1143	MBE DBE
ULTRASYSTEMS ENVIRONMENTAL 5416: Management, Scientific, and Technical Co... 54162: Environmental Consulting Services	16431 Scientific Way Irvine, CA 92618	949-788-4900	WBE DBE
Urban Associates, Inc. 5416: Management, Scientific, and Technical Co...	5331 E E. Olympic BLVD Unit 17A Los Angeles, CA 90022	323-440-4307	MBE DBE
VAC, Inc. 5416: Management, Scientific, and Technical Co...	6400 Oak Canyon Unit 150 Irvine, CA 92618	949-748-1110	MBE DBE
Velasco Environmental Services LLC 54162: Environmental Consulting Services	2129 2129 E. Cesar Chavez Ave Unit 3 Los Angeles, CA 90033	323-547-7653	MBE SLB
VFL Planning Consultants 5416: Management, Scientific, and Technical Co...	11712 Doty AVE Hawthorne, CA 90250	310-780-5461	MBE WBE DBE
W2 Design, Inc. 5416: Management, Scientific, and Technical Co...	50 S. De Lacey Ave. Suite 100 Pasadena, CA 91105	626-396-9855	MBE DBE SBE (Harbor) SBE (LA) VSBÉ (Harbor) LBE
WE GROUP, LLC 5416: Management, Scientific, and Technical Co...	1222 View DR Unit 201 SAN LEANDRO, CA 94577	510-774-2000	MBE DBE

Wildscape Engineering Services 54162: Environmental Consulting Services 541620: Environmental Consulting Services	103 Corte Madera Avenue Corte Madera, CA 94925	415-924-6970	WBE DBE
Wildscape Restoration, Inc. 54162: Environmental Consulting Services	2977 Sexton Canyon Road Ventura, CA 93003	805-644-6852	MBE WBE DBE
WLI Corporation 5416: Management, Scientific, and Technical Co...	355 S Grand AVE Suite 2450 LOS ANGELES, CA 90071	213-986-4329	SLB SBE (LA)
WRECO 5416: Management, Scientific, and Technical Co...	1243 Alpine RD Unit 108 Walnut Creek, CA 94596	925-941-0017	MBE DBE
WSC Consulting 5416: Management, Scientific, and Technical Co...	17 Northwood Commons Place Chico, CA 95973-7213	530.899.8436	DVBE EBE
Yeager Environmental Associates, LLC 541620: Environmental Consulting Services	3328 North Fairfax Drive San Bernardino, CA 92404	909-659-8038	EBE
Zaragoza Company, Inc. 54162: Environmental Consulting Services	1177 Idaho Unit 202 Redlands, CA 92374	909-798-1990	MBE DBE
ZMassociates Inc. 54162: Environmental Consulting Services 541620: Environmental Consulting Services	1001 Dove Street Suite 190 Newport Beach, CA 92660	949-608-9890	DVBE SBE (Harbor) SBE (LA) VSBE (Harbor)
Zuehls, Legaspi & Company 5416: Management, Scientific, and Technical Co...	350 South Figueroa Street Unit 437 Los Angeles, CA 90071	213-972-4033	MBE WBE SLB



Department of  
**General Services**  
BUILDING GREEN BUYING GREEN WORKING GREEN

**Search Criteria**

**Certification Type(s):** MB Small Business (SB), Disabled Veteran Business Enterprise (DVBE),  
**City:** LOS ANGELES  
**Service Area:** Los Angeles  
**NAICS Classifications:** 4841,4842,5416,8111,8113

**The State of California Certifications**

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FBE = 0  
SBE = 0  
DVBE = 0  
MBE = 0  
WBE = 0



Department of  
**General Services**

BUILDING GREEN BUYING GREEN WORKING GREEN

### Search Criteria

**Certification Type(s):** MB Small Business (SB), Disabled Veteran Business Enterprise (DVBE),  
**Keywords:** Commercial and Industrial Machinery and Equipment Repair and Maintenance  
**City:** LOS ANGELES  
**Service Area:** Los Angeles

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NCIS:  
5416

EDE = 0      MBE = 0  
SDE = 0      WBE = 0  
DYDE = 0

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### California Certification Report

1733426 - D'ANNUCCI ASSOCIATES - MB	
Legal Business Name	D'ANNUCCI ASSOCIATES
Doing Business As	D'ANNUCCI ASSOCIATES
Address	12832 Indianapolis Street LOS ANGELES, CA 90066
Phone	(310) 295-7781
FAX	
Email	mdannucci@yahoo.com
Web Page	
Active Certifications	SB (micro) Feb 13, 2012 - Feb 28, 2014
Business Types	Service;
Classifications	[701117] Parks and gardens and orchards [701417] Crop management [771015] Environmental impact assessment [771016] Environmental planning [771017] Environmental advisory services [771116] Environmental rehabilitation [811015] Civil engineering [861015] Agriculture and forestry and other natural resources training services [941315] Non governmental organizations
Keywords	environmental consulting
47809 - KRONER ENVIRONMENTAL SERVICES, INC - MB	
Legal Business Name	KRONER ENVIRONMENTAL SERVICES, INC.
Doing Business As	KRONER ENVIRONMENTAL SERVICES, INC.
Address	10801 NATIONAL BLVD. SUITE 415 LOS ANGELES, CA 90064
Phone	(310) 474-1500
FAX	(310) 474-1577
Email	kkroner@kronerenvironmental.com
Web Page	http://www.kronerenvironmental.com
Active Certifications	SB (micro) Jun 5, 2012 - Jun 30, 2014
Business Types	Service;
Classifications	[771017] Environmental advisory services
Keywords	ENVIRONMENTAL CONSULTING AND SERVICES; SITE ASSESSMENTS AND CHARACTERIZATIONS, WATER TREATMENT, MONITORING, NOISE CONTROL, PLANS, PERMITTING, COMPLETE ENVIRONMENTAL MANAGEMENT, REMEDIATION; GENERAL ENGINEERING C.L. # 861892- HAZ. SUBSTANCE REMOVAL CERT.
19768 - D R CONSULTANTS & DESIGNERS INC - MB	
Legal Business Name	DEAN RYAN CONSULTANTS & DESIGNERS INC
Doing Business As	D R CONSULTANTS & DESIGNERS INC
Address	725 S Figueroa St Ste 3320 LOS ANGELES, CA 90017
Phone	(213) 687-1130
FAX	(213) 687-1139
Email	info@drcdinc.com
Web Page	http://www.drcdinc.com
Active Certifications	SB (micro) Dec 20, 2011 - Jan 31, 2014
Business Types	Service;
Classifications	[801016] Project management [811015] Civil engineering

Keywords [811016] Mechanical engineering  
 [811017] Electrical and electronic engineering  
 [811022] Transportation engineering  
 Civil Engineering, Environmental Consulting, Architectural, Electrical, Mechanical, Site, Structural Engineering, Construction Project Management, Water, Wastewater, Stormwater Management, Hydraulics, Hydrology, Transportation Engineering, Design Build

**27088 - LEE ANDREWS GROUP INC - SB**

Legal Business Name LEE ANDREWS GROUP INC  
 Doing Business As LEE ANDREWS GROUP INC  
 Address 818 West 7th Street, Suite 750 Phone (213) 891-2965  
 LOS ANGELES, CA 90017 FAX (213) 891-9016

Email jtford@leeandrewsgroup.com  
 Web Page http://www.leeandrewsgroup.com  
 Active Certifications SB Sep 9, 2011 - Sep 30, 2012  
 Business Types Service;  
 Classifications [771016] Environmental planning  
 [771017] Environmental advisory services  
 [771018] Environmental auditing  
 [771115] Environmental safety services  
 [801015] Business and corporate management consultation services  
 [801016] Project management  
 [801615] Management support services  
 [821119] News and publicity services  
 [831015] Water and sewer utilities  
 [931515] Public administration  
 Keywords MANAGEMENT CONSULTING SERVICES, PUBLIC AFFAIRS CONSULTING, ENVIRONMENTAL CONSULTING, AND TECHNOLOGICAL SERVICES

**1007820 - VELASCO ENVIRONMENTAL SERVICES LLC - MB**

Legal Business Name VELASCO ENVIRONMENTAL SERVICES LLC  
 Doing Business As VELASCO ENVIRONMENTAL SERVICES LLC  
 Address 2129 E. Cesar Chavez Ave #3 Phone (323) 547-7653  
 LOS ANGELES, CA 90033 FAX (323) 825-3099

Email EDWYNVELASCO@GMAIL.COM  
 Web Page  
 Active Certifications SB (micro) May 27, 2011 - Jun 30, 2013  
 Business Types Service;  
 Classifications [701716] Oversight  
 [771017] Environmental advisory services  
 [781416] Inspection  
 [811418] Facilities management  
 Keywords ENVIRONMENTAL CONSULTING, INDUSTRIAL HYGIENE, BUILDING INSPECTIONS/TESTING/MONITORING/SURVEYS FOR ASBESTOS, LEAD, MOLD, IAQ, AND SOOT

**1740812 - REMDOX INC - MB**

Legal Business Name REMDOX INC  
 Doing Business As REMDOX INC

Address	2073 LINNINGTON AVE LOS ANGELES, CA 90025	Phone	(310) 430-2121
		FAX	
Email	danironi@yahoo.com		
Web Page			
Active Certifications	SB (micro) May 21, 2012 - May 31, 2014		
Business Types	Construction; Service;		
Classifications	[721110] Single family dwelling construction services [721111] Multiple unit dwelling construction services [761016] Hazardous material decontamination [761219] Hazardous waste disposal [771016] Environmental planning [771017] Environmental advisory services		
Keywords	CONSTRUCTION ENVIRONMENTAL CONSTRUCTION ASBESTOS LEAD INDUSTRIAL HYGIENE MOLD ABATEMENT ENVIRONMENTAL CONSULTING REMEDIATION		
<b>40592 - CASTLE ENVIRONMENTAL CONSULTING LLC - MB</b>			
Legal Business Name	JOHN P CASTLEBERRY		
Doing Business As	CASTLE ENVIRONMENTAL CONSULTING LLC		
Address	10829 WESTMINSTER AVE LOS ANGELES, CA 90034	Phone	(424) 298-8026
		FAX	(310) 765-4773
Email	j.castleberry@cecair.com		
Web Page			
Active Certifications	SB (micro) Mar 6, 2012 - Mar 31, 2014		
Business Types	Service;		
Classifications	[771015] Environmental impact assessment		
Keywords	ENVIRONMENTAL CONSULTING, EMISSION INVENTORY, GREENHOUSE GASES, HEALTH RISK ASSESSMENT, DISPERSION MODELING, AIR QUALITY		

NCIS:  
8111

EBE = 0  
SBE = 0  
DVB E = 0

WBE = 0

1 of 2

### California Certification Report

#### 25038 - DT AUTO REPAIR CENTER INC - MB

Legal Business Name	DT AUTO REPAIR CENTER INC		
Doing Business As	DT AUTO REPAIR CENTER INC		
Address	410 W COLLEGE ST LOS ANGELES, CA 90012	Phone	(213) 628-8818
		FAX	(213) 628-0313
Email			
Web Page			
Active Certifications	SB (micro) Jun 23, 2011 - Jun 30, 2013		
Business Types	Service;		
Classifications	[251717] Braking systems and components [781801] Vehicle maintenance and repair services		
Keywords	general automotive repair shops, auto repairs, braking systems, smog check, air conditioning, car doors, auto computer systems, automatic transmissions, car tires, auto suspension systems		

#### 1535040 - DEEN MOTOR & TIRE INC - MB

Legal Business Name	EDEN MOTOR & TIRE INC		
Doing Business As	DEEN MOTOR & TIRE INC		
Address	443 South Vermont Ave LOS ANGELES, CA 90020	Phone	(213) 382-2181
		FAX	(213) 382-4261
Email	edenmotor@yahoo.com		
Web Page			
Active Certifications	SB (micro) Apr 15, 2011 - May 31, 2013		
Business Types	Service; Non-Manufacturer;		
Classifications	[251725] Tires and tire tubes [781801] Vehicle maintenance and repair services		
Keywords	AUTOMOTIVE REPAIR, TIRES, GOODYEAR, MOTOR VEHICLE REPAIR		

#### 1424580 - THE SONG'S AUTOMOTIVE SERVICE INC - MB

Legal Business Name	THE SONG'S AUTOMOTIVE SERVICE INC		
Doing Business As	THE SONG'S AUTOMOTIVE SERVICE INC		
Address	600 N SILVERLAKE BLVD LOS ANGELES, CA 90026	Phone	(213) 413-3975
		FAX	(213) 413-0021
Email			
Web Page			
Active Certifications	SB (micro) Aug 30, 2010 - Sep 30, 2012		
Business Types	Service;		
Classifications	[781801] Vehicle maintenance and repair services		
Keywords	GENERAL AUTOMOTIVE REPAIR SHOP		

#### 37719 - ROMEO'S TOW - MB

Legal Business Name	ROMEO'S TOW		
Doing Business As	ROMEO'S TOW		
Address	PO BOX 261065 LOS ANGELES, CA 90026	Phone	(323) 669-1691
		FAX	(626) 284-1011
Email	romeostow@att.net		
Web Page	<a href="http://www.romeostow.com">http://www.romeostow.com</a>		
Active Certifications	SB (micro) Aug 19, 2011 - Aug 31, 2013		

Business Types	Service;
Classifications	[781018] Road cargo transport
Keywords	AUTOMOTIVE SERVICES EXCEPT REPAIR CARWASHES /MOTOR VEHICLE TOWING ROAD SIDE ASSISTANCE TIRE CHANGES JUMP STARTS DEAD BATTERIES FLAT TIRES OUT OF GAS LOCKOUTS EMERGENCY TOWING

NCIS: 4841  
4842

EDE = 0  
SDE = 0  
DDE = 0

WDE = 0

TRUCKING  
1 of 4

### California Certification Report

#### 1738584 - VIKING TRANSPORTATION - MB

Legal Business Name	VIKING TRANSPORTATION		
Doing Business As	VIKING TRANSPORTATION		
Address	4366 VERONA ST LOS ANGELES, CA 90023	Phone	(323) 212-7389
		FAX	
Email			
Web Page			
Active Certifications	SB (micro) Apr 16, 2012 - Apr 30, 2014		
Business Types	Service;		
Classifications	[781018] Road cargo transport		
Keywords	LOCAL AREA TRUCKING SERVICE REGIONAL OR NATIONAL TRUCKING SERVICE PETROLEUM OR CHEMICAL TRUCKING SERVICE		

#### 43328 - YOUNG FLOYD'S TRUCKING - MB

Legal Business Name	YOUNG FLOYD'S TRUCKING		
Doing Business As	YOUNG FLOYD'S TRUCKING		
Address	4859 W SLAUSON AVE #373 LOS ANGELES, CA 90056	Phone	(310) 863-8808
		FAX	(323) 750-7277
Email	floyd.yft@gmail.com		
Web Page			
Active Certifications	SB (micro) May 14, 2012 - May 31, 2014		
Business Types	Service;		
Classifications	[781018] Road cargo transport		
Keywords	DUMPING, CONSTRUCTION, DIRT, ASPHALT, TRUCKING, HAULING		

#### 1739180 - OTTOS TRUCKING - MB

Legal Business Name	OTTOS TRUCKING		
Doing Business As	OTTOS TRUCKING		
Address	11209 South Harvard Blvd. LOS ANGELES, CA 90047	Phone	(951) 255-3061
		FAX	
Email	zakapaneco@hotmail.com		
Web Page			
Active Certifications	SB (micro) Apr 27, 2012 - Apr 30, 2014		
Business Types	Service;		
Classifications	[781018] Road cargo transport		
Keywords	TRUCKING HAULING TRANSPORT GRADING		

#### 29242 - COOKE'S CRATING INC - SB

Legal Business Name	COOKE'S CRATING INC		
Doing Business As	COOKE'S CRATING INC		
Address	3124 E 11TH ST LOS ANGELES, CA 90023	Phone	(323) 268-5101
		FAX	(323) 262-2001
Email	bryan@cookescrating.com		
Web Page	<a href="http://www.cookescrating.com">http://www.cookescrating.com</a>		
Active Certifications	SB Nov 21, 2011 - Nov 30, 2012		
Business Types	Service;		
Classifications	[781018] Road cargo transport		



[781215] Packing  
 [781318] Specialized warehousing and storage  
 Keywords local trucking with storage special warehousing n.e.c. packing crating

**26951 - STERLING VAN LINES, INC - MB**

Legal Business Name STERLING VAN LINES, INC  
 Doing Business As STERLING VAN LINES, INC  
 Address 4550 E OLYMPIC BLVD Phone (323) 981-1440  
 LOS ANGELES, CA 90022 FAX (323) 981-1435

Email doug@sterlingvanlines.com  
 Web Page http://www.sterlingvanlines.com  
 Active Certifications SB (micro) Aug 10, 2011 - Aug 31, 2013  
 Business Types Service;  
 Classifications [781018] Road cargo transport  
 [781019] Intermodal cargo transport  
 [781316] General goods storage  
 Keywords OFFICE MOVING LOCAL LONG DISTANCE HOUSEHOLD STORAGE PACKAGED FREIGHT TRUCKING  
 TRANSPORTATION GSA CERTIFIED

**1742600 - R J & SON TRUCKING - MB**

Legal Business Name R J & SON TRUCKING  
 Doing Business As R J & SON TRUCKING  
 Address 2417 WELLINGTON RD Phone (323) 974-0849  
 LOS ANGELES, CA 90016 FAX (323) 735-6576

Email rene22@yahoo.com  
 Web Page  
 Active Certifications SB (micro) Jun 4, 2012 - Jun 30, 2014  
 Business Types Service;  
 Classifications [781018] Road cargo transport  
 Keywords LOCAL AREA TRUCKING SERVICE REGIONAL OR NATIONAL TRUCKING SERVICE PETROLEUM OR  
 CHEMICAL TRUCKING SERVICE

**61135 - L A ROOFING MATERIALS INC - SB**

Legal Business Name L A ROOFING MATERIALS INC  
 Doing Business As L A ROOFING MATERIALS INC  
 Address 112 W JEFFERSON BLVD Phone (213) 747-1718  
 LOS ANGELES, CA 90007 FAX (213) 747-0979

Email info@laroofingmaterials.com  
 Web Page http://www.laroofingmaterials.com  
 Active Certifications SB Jul 5, 2012 - Jul 31, 2013  
 Business Types Non-Manufacturer;  
 Classifications [301515] Roofing materials  
 Keywords ROOFING SHINGLES TILE ASPHALT FLASHING METAL PLASTIC TPO EPDM SIDING FELT MASTIC  
 CONCRETE CLAY COPPER ROLLS WATERPROOFING SKYLIGHT ROCK COATING TILE/24  
 ENERGYSAR BELOWGRADE LUMBER VENTILATION LOADING TRUCKING DELIVERY TORCH SELF  
 ADHERING

**1740986 - E B TRUCKING - MB**

Legal Business Name ELWOOD HORN



Doing Business As	E.B. TRUCKING	
Address	PO BOX 452763 LOS ANGELES, CA 90045	Phone (310) 422-2857 FAX (424) 750-9526
Email	horn.elwood@yahoo.com	
Web Page		
Active Certifications	SB (micro) May 21, 2012 - May 31, 2014	
Business Types	Service;	
Classifications	[781018] Road cargo transport	
Keywords	LOCAL AREA TRUCKING SERVICE REGIONAL OR NATIONAL TRUCKING SERVICE PETROLEUM OR CHEMICAL TRUCKING SERVICE	

**1738609 - MAD ADAM TRUCKING - MB**

Legal Business Name	MAD ADAM TRUCKING	
Doing Business As	MAD ADAM TRUCKING	
Address	619 N LAFAYETTE PARK PL #1 LOS ANGELES, CA 90026	Phone (213) 494-3493 FAX (323) 644-2622
Email		
Web Page		
Active Certifications	SB (micro) Apr 16, 2012 - Apr 30, 2014	
Business Types	Service;	
Classifications	[781018] Road cargo transport	
Keywords	LOCAL AREA TRUCKING SERVICE REGIONAL OR NATIONAL TRUCKING SERVICE PETROLEUM OR CHEMICAL TRUCKING SERVICE.	

**1743575 - MARTINEZ TRUCKING - MB**

Legal Business Name	MARTINEZ TRUCKING	
Doing Business As	MARTINEZ TRUCKING	
Address	1111 E 106TH ST LOS ANGELES, CA 90002	Phone (567) 572-3064 FAX (323) 563-3352
Email		
Web Page		
Active Certifications	SB (micro) Jul 3, 2012 - Jul 31, 2014	
Business Types	Service;	
Classifications	[781018] Road cargo transport	
Keywords	LOCAL AREA TRUCKING SERVICE REGIONAL OR NATIONAL TRUCKING SERVICE PETROLEUM OR CHEMICAL TRUCKING SERVICE	

**1741341 - RBE TRUCKING - MB**

Legal Business Name	RBE TRUCKING	
Doing Business As	RBE TRUCKING	
Address	P O BOX 44085 LOS ANGELES, CA 90044	Phone (323) 864-3294 FAX
Email	gottago241@gmail.com	
Web Page		
Active Certifications	SB (micro) May 21, 2012 - Jun 30, 2014	
Business Types	Service;	
Classifications	[721540] Specialty building and trades services [781018] Road cargo transport	

Keywords: SPECIALIZED TRUCKING, HAULING, DEBRIS, SAND, GRAVEL, ASPHALT, CONCRETE, TRASH

**Consultant Information**

Receipt, Processing, and Reuse of Residential Green Material from the Valley & Metro Transfer Areas  
 Standard Contract Number: C107485

Waste Management, Bradley Landfill/Recycling Ctr

**Consultant:** Waste Management Disposal Services of Calif., Inc.

Consultant Name: Waste Management Disposal Services of Calif., Inc.

Address: 9081 Tujunga Ave.  
 Sun Valley, CA 91352

Phone:

MBE / WBE / DBE Status (Based on Monitored Task Orders)									
	MBE (Minority Business Enterprise)		WBE (Women Business Enterprise)		DBE (Disadvantaged Bus. Ent.)		OBE (Other Business Enterprise)		
	% Utilization	Amount	% Utilization	Amount	% Utilization	Amount	% Utilization	Amount	
City Anticipated Participation (APL):	13.28%	\$11,102,893.18	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	
Pledged Participation:	13.28%	\$11,102,893.18	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	
Actual To Date:	14.57%	\$12,179,360.56	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
Deviation From Pledge:	1.29%	\$1,076,467.38	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	
Comments on WBE: No WBE requirement due to lack of subcontracting opportunities.									

### Consultant Information

Receipt, Processing, and Reuse of Residential Green Material from the Valley Transfer Area  
Standard Contract Number: C107486

**Community Recycling & Resource Recovery, Inc.**

**Consultant: Community Recycling & Resource Recovery, Inc.**

Consultant Name:

Community Recycling & Resource Recovery, Inc.

Address:

9189 De Garmo Avenue  
Sun Valley, CA 92352

Phone:

MBE / WBE / DBE Status (Based on Monitored Task Orders)								
	MBE (Minority Business Enterprise)		WBE (Women Business Enterprise)		DBE (Disadvantaged Bus. Ent.)		OBE (Other Business Enterprise)	
	% Utilization	Amount	% Utilization	Amount	% Utilization	Amount	% Utilization	Amount
City Anticipated Participation (APL):	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00		
Pledged Participation:	0.08%	\$27,432.55	0.00%	\$0.00	0.00%	\$0.00		
Actual To Date:	0.12%	\$42,369.77	0.00%	\$0.00	0.00%	\$0.00	4.00%	\$1,370,764.10
Deviation From Pledge:	0.04%	\$14,937.22	0.00%	\$0.00	0.00%	\$0.00		
Comments on WBE: Contractor pledged zero percent.								