

CONTRACT NO. C – 112960-1

AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
CITY FIBERS, INC.

**FOR MARKETING AND PROCESSING RESIDENTIAL SINGLE
STREAM COMMINGLED RECYCLABLE MATERIALS FROM
THE CITY OF LOS ANGELES WEST VALLEY WASTESHED**



City of Los Angeles
Department of Public Works
Bureau of Sanitation

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Solid Resources Support Services Division
Jorge Santiesteban, Division Manager

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CITY OF LOS ANGELES WEST VALLEY WASTESHED

This Amendment No. 1 is made and entered into by and between the City of Los Angeles, California, a municipal corporation acting by order of, and through its Board of Public Works, hereinafter referred to as the "CITY", and City Fibers, Inc., hereinafter referred to as the "CONTRACTOR", and is set forth as follows:

WITNESSETH

WHEREAS, Pursuant to the provisions of the California Integrated Solid Waste Management Act, the CITY was mandated to divert 50 percent of all solid waste from landfills by the year 2000; and

WHEREAS, the CITY plans to divert 70 percent of all solid waste from the landfills by the year 2013; and

WHEREAS, on August 30, 2006, the CITY issued a Request for Proposals (RFP) for the Marketing and Processing of Residential Single Stream Commingled Recyclable Materials from the East Valley, West Valley, North Central, Harbor, and South Los Angeles Wastesheds; and

WHEREAS, on November 27, 2006, one (1) proposal was received for the West Valley Wasteshed; and

WHEREAS, the CITY selected City Fibers, Inc. (CONTRACTOR), as the most qualified proposer through the RFP competitive process for Marketing and Processing

Residential Single Stream Commingled Recyclable Materials for the West Valley Wasteshed;
and

WHEREAS, the CONTRACTOR operates and maintains a material recovery facility (FACILITY) within the West Valley Wasteshed and has demonstrated qualifications to perform said services, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY executed a three (3) year AGREEMENT (C-112960) with an option to renew for another three (3) years with CONTRACTOR on December 24, 2007 for processing and marketing recyclable materials collected from the West Valley Wasteshed; and

WHEREAS, the CITY wishes to exercise the option to extend the existing contract for another three (3) year term with CONTRACTOR for processing and marketing recyclable materials collected from the West Valley Wasteshed. This option will extend the contract to November 30, 2013; and

WHEREAS, the CITY has contracts with three (3) other material recovery facilities to process and handle the recycling commodities from the South Los Angeles, North Central Los Angeles, Western Los Angeles, Harbor and East Valley Wastesheds; and

WHEREAS, the CITY seeks to amend this CONTRACT to include that, in the event of an emergency, the CITY may seek to contract with a qualified material recovery facility for marketing and processing residential single stream commingled recyclable materials from the said Wastesheds; and

WHEREAS, the CONTRACTOR has demonstrated the ability and desire to accept additional materials to include recycling material from other Wastesheds, hereinafter referred to as the EMERGENCY TASK; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required services in connection with the PROJECT as outlined herein;

NOW THEREFORE, In consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

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

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 constructed 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 shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

ADD THE FOLLOWING DEFINITIONS TO READ AS FOLLOWS:

EMERGENCY	Any natural or manmade disasters and other sudden unforeseen crisis that prevents the operation of the Wasteshed
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EMERGENCY TASK	In the event of an EMERGENCY, the CONTRACTOR will accept and process recycling
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materials from the South Los Angeles, North
Central Los Angeles, Western Los Angeles, Harbor,
and/or East Valley Wastesheds

ARTICLE 3 – SITE AND FACILITY DESCRIPTIONS

NO CHANGE IN THIS ARTICLE.

ARTICLE 4 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR

MODIFY SUB-ARTICLE 4.9 TO READ AS FOLLOWS:

4.9 Protocols in the event of DANGEROUS CONTAMINATION found in CITY MATERIAL

In the event that the CONTRACTOR identifies DANGEROUS CONTAMINATION, within CITY-delivered MATERIAL, of anomalous volume or degree of hazard that requires disruption of operation of the FACILITY, the CONTRACTOR must promptly notify the CITY PROJECT MANAGER of the presence of DANGEROUS CONTAMINATION in CITY MATERIAL prior to mixing with other loads and/or processing. The CONTRACTOR shall record and provide to the CITY PROJECT MANAGER the truck number, driver name, and photograph the load in question prior to mixing with other loads and/or processing as evidence of the presence of DANGEROUS CONTAMINATION. Unless potential health and safety concerns require immediate action, the load in question shall remain unprocessed until the CITY PROJECT MANAGER has inspected the load for DANGEROUS CONTAMINATION. In the event that the CITY PROJECT MANAGER, or designate, does not inspect the load in question

within two (2) hours of the CONTRACTOR's notification; the CONTRACTOR may proceed to contain, properly handle, and dispose of the DANGEROUS CONTAMINATION in compliance with all APPLICABLE LAWS.

Provided that the CONTRACTOR is, under APPLICABLE LAW, considered a Conditionally Exempt Small Quantity Generator (CESQG), the CONTRACTOR may, at its own option, participate in the CITY'S CESQG Collection Program for disposing of DANGEROUS CONTAMINATION generated from CITY-delivered MATERIAL only. Under the CESQG program, the CITY shall assume title of generator, upon acceptance of the DANGEROUS CONTAMINATION by the CITY or its designated contractor. The CONTRACTOR must make an appointment with the CESQG program collection contractor at 1-800-98-TOXIC or (213) 485-2260. The CONTRACTOR shall be responsible for properly transporting all DANGEROUS CONTAMINATION, in accordance with all APPLICABLE LAWS, to the nearest Solvents/Automotive/Flammables/Electronics (S.A.F.E.) Center.

Additional information regarding the CESQG program can be found on the following webpage:

http://lacitysan.org/solid_resources/special/business_hazardous_waste/index.htm

If the CONTRACTOR chooses not to dispose of DANGEROUS CONTAMINATION through the CITY programs described above, the CITY shall not be responsible for any costs incurred by the CONTRACTOR for the handling and disposal of the material.

The CITY PROJECT MANAGER shall work with the CONTRACTOR to address and resolve all major incidents of DANGEROUS CONTAMINATION, on a case-by-case basis. Once verified, by the CITY, to have originated from CITY-delivered MATERIAL,

the CONTRACTOR shall be responsible for properly transporting the DANGEROUS CONTAMINATION, in accordance with all APPLICABLE LAWS, to the nearest S.A.F.E. Center, or any alternate facility, with prior consent of the CITY.

Under no circumstances shall the CITY pay for handling and transportation of DANGEROUS CONTAMINATION.

ADD SUB-ARTICLE 4.10 TO READ AS FOLLOWS:

4.10 EMERGENCY TASK

In the event of an EMERGENCY, the CONTRACTOR shall receive, process, and market residential single stream commingled recyclable materials from the South Los Angeles, North Central Los Angeles, Western Los Angeles, Harbor, and/or East Valley Wastesheds. The CITY shall make no guarantee as for minimum tonnage for recyclable materials delivered from these WASTESHEDS.

ADD SUB-ARTICLE 4.11 TO READ AS FOLLOWS:

4.11 City Facilities Generated Recyclable Materials

The CITY collects recyclable materials from CITY facilities and its recycling stream is primarily commingled, but may also be source separated. The recyclables from CITY facilities will be delivered to the MRF and these recyclables could be delivered in recycling bins of various sizes or in bales, at the discretion of the CITY. The CONTRACTOR shall receive and process recyclable materials generated from CITY facilities.

ARTICLE 5 – RESPONSIBILITIES AND TASKS OF THE CITY

MODIFY SUB-ARTICLE 5.1 TO READ AS FOLLOWS:

5.1 Delivery Commitment of Tonnages by the CITY

The CITY shall collect MATERIALS from the CITY'S curbside recycling program within the boundaries of the West Valley Collection District, and deliver these MATERIALS to the FACILITY during the operating hours described in Sub-article 4.1. However, the CITY makes no guarantee as for minimum tonnage of MATERIALS to be delivered to the CONTRACTOR, and the CITY makes no assurances regarding the consistency of the tonnage levels delivered, the composition of the marketable RECYCLABLES, or the geographic boundaries of the collection district.

In the event of an EMERGENCY, the CITY PROJECT MANAGER or his designee shall immediately notify the CONTRACTOR to accept and process all MATERIALS delivered by the CITY from other WASTESHEDS.

ARTICLE 6 – KEY CONTRACT PERSONNEL

MODIFY SUB-ARTICLE 6.2 TO READ AS FOLLOWS:

6.2 Conditions for Contract Project Manager

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

The CONTRACTOR shall not use subcontractors to assist in the performance of this AGREEMENT 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 AGREEMENT. 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 7 – KEY CITY PERSONNEL

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

The CITY designates Michael W. Lee, Environmental Engineering Associate II, as the CITY PROJECT MANAGER, to represent the CITY in all matters within the scope of this AGREEMENT related to the conduct and approval of the work to be performed. The CITY designates John A. Moore, Senior Environmental Engineer, as the CITY PROGRAM MANAGER. The CITY also designates Jorge Santiesteban, Division Manager, as the CITY DIVISION MANAGER. Whenever the term “approval of CITY”, “consult with CITY”, “confer with CITY”, or similar terms are used, they shall refer to the CITY PROJECT MANAGER. In the case of unavailability of the CITY PROJECT MANAGER, either the CITY PROGRAM MANAGER or the CITY DIVISION MANAGER shall represent the CITY in-lieu of the CITY PROJECT MANAGER. Another CITY staff member closely involved in the management of this AGREEMENT is Jonathan B. Zari, Environmental Engineer.

ARTICLE 8 – SUSPENSION AND TERMINATION

ADD SUB-ARTICLE 8.1(xiv) TO READ AS FOLLOWS:

- (xiv) Engaging in dishonest conduct related to the performance or administration of this CONTRACT or violating the CITY’s lobbying policies;

ARTICLE 9 – TERM OF AGREEMENT

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

The term of this AGREEMENT shall be extended an additional three (3) years by exercising the renewal option of CONTRACT C-112960. The three (3) year extension of the AGREEMENT

will be effective December 1, 2010 through November 30, 2013, unless terminated under the terms of Article 8 hereof.

ARTICLE 10 – COMPENSATION, INVOICING, AND PAYMENT

MODIFY SUB-ARTICLE 10.2 TO READ AS FOLLOWS:

10.2 Payment to the CITY

Beginning with the first calendar month following the CONTRACT DATE, and on a monthly basis thereafter, the CONTRACTOR shall 1) utilize a CITY-developed Excel[®] spreadsheet to calculate payment to the CITY and 2) provide a payment check reflecting the amount from the CITY-developed spreadsheet due the CITY for the MATERIALS ACCEPTED during the prior month (See Attachment B, Tables 1 and 2). In addition, the payment shall be attached to 1) a CITY-developed Excel[®] spreadsheet for Monthly Commodity Reports (See Attachment B, Tables 3 and 4), 2) DR 6 forms, and 3) DOR 56 forms prepared for submittal to the California Department of Conservation. Furthermore, the CONTRACTOR shall submit with each payment a record of that month's CERTIFIED WEIGH TICKET data on either a compact disc, or as specified in Subarticle 4.4.3, in an electronically transmitted format acceptable to the CITY. The CONTRACTOR shall maintain records, for the entire life of the CONTRACT and three (3) years thereafter, for inspection and verification by the CITY.

In the event of a payment dispute, the CONTRACTOR shall pay any undisputed portion of the amount due as calculated by the CITY-developed spreadsheet (See Subarticle 10.2.2) within the time period required for such payment. The disputed amount shall

then be resolved in accordance with existing CITY practices that may include accrued interest and/or penalties.

10.2.2 CITY-developed Excel Spreadsheet for Payment

The CONTRACTOR shall use a CITY-developed Excel[®] spreadsheet to calculate payment due to the CITY. The spreadsheet will calculate payment for ACCEPTED MATERIAL based on tonnages reported in the CONTRACTOR'S Monthly Commodity Reports. All updates to the CITY-developed Excel[®] spreadsheet to calculate payment due to the CITY shall be applicable.

ADD SUB-ARTICLE 10.2.3 TO READ AS FOLLOWS:

10.2.3 Payment for Emergency Task

The compensation for the materials delivered during the EMERGENCY period shall be determined under mutual agreement. The CONTRACTOR shall handle and submit reports and invoices under EMERGENCY separately from the regular reports and invoices.

ADD SUB-ARTICLE 10.2.4 TO READ AS FOLLOWS:

10.2.4 Payment for CITY Facilities Recyclable Materials

The CONTRACTOR shall pay the CITY as a mutually agreed price per gross ton for the recyclable materials generated from CITY facilities.

MODIFY SUB-ARTICLE 10.4.4 TO READ AS FOLLOWS:

10.4.4 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 11 – SUBCONTRACT APPROVAL

NO CHANGE IN THIS ARTICLE.

ARTICLE 12 – CHANGES OR MODIFICATIONS

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 13 – INDEMNIFICATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 14 – INDEPENDENT CONTRACTORS

NO CHANGE IN THIS ARTICLE.

ARTICLE 15 – INSURANCE AND PERFORMANCE BOND

15.1 GENERAL CONDITIONS

MODIFY SUB-ARTICLE 15.1 TO READ AS FOLLOWS:

During the term of this AGREEMENT 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 Attachment E 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 Attachment E, and which can also be found at the BOARD'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 City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on Attachment E hereto. Attachment E is hereby incorporated by reference and made a part of this AGREEMENT.

ARTICLE 16 – WARRANTY AND RESPONSIBILITIES

NO CHANGE IN THIS ARTICLE.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

NO CHANGE IN THIS ARTICLE.

ARTICLE 18 – CONTACT PERSON AND ADDRESSES NOTIFICATION

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

All notices shall be in writing and made 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 addressed as follows:

To the CITY:

Contact Person: Michael W. Lee, CITY PROJECT MANAGER
Address: 1149 S. Broadway, 8th Floor (MS#521)
Los Angeles, CA 90015
Tel. # (213) 485-3094
Fax # (213) 485-2961
Email: Michael.W.Lee@lacity.org

Contact Person: John A. Moore, CITY PROGRAM MANAGER
Address: 1149 S. Broadway, 8th Floor (MS#521)
Los Angeles, CA 90015
Tel. # (213) 485-3632
Fax # (213) 485-2961

Email: John.Moore@lacity.org

Contact Person: Jorge Santiesteban, CITY DIVISION MANAGER
Address: 1149 S. Broadway, 8th Floor (MS#521)
Los Angeles, CA 90015
Tel. # (213) 485-3825
Fax # (213) 485-2961
Email: Jorge.Santiesteban@lacity.org

To the CONTRACTOR

Todd Jones, Contract Project Manager
City Fibers, Inc.
2500 Santa Fe Avenue
Los Angeles, CA 90058
Tel. # (323) 583-1013
Fax # (323) 583- 8424
Email: todd@cityfibers.com

ARTICLE 19 – FORCE MAJEURE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 20 – SEVERABILITY

NO CHANGE IN THIS ARTICLE.

ARTICLE 21 – DISPUTES

NO CHANGE IN THIS ARTICLE.

ARTICLE 22 – ENTIRE CONTRACT

NO CHANGE IN THIS ARTICLE.

ARTICLE 23 – GOVERNING LAW

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this CONTRACT.

In any action arising out of this CONTRACT, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

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

ARTICLE 24 – CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

NO CHANGE IN THIS ARTICLE.

ARTICLE 25 – AFFIRMATIVE ACTION AND NONDISCRIMINATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 26 – AMERICANS WITH DISABILITIES ACT

NO CHANGE IN THIS ARTICLE.

ARTICLE 27 – CONTRACTOR EVALUATION PROGRAM

NO CHANGE IN THIS ARTICLE.

ARTICLE 28 – CHILD SUPPORT ASSIGNMENT ORDERS

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 29 – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCES

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

- 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 30 – EQUAL BENEFITS ORDINANCE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 31 – CONTRACTOR RESPONSIBILITY ORDINANCE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 (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, 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 (30) 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 (30) 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 (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 32 – SLAVERY DISCLOSURE ORDINANCE

NO CHANGE IN THIS ARTICLE.

ARTICLE 33 – BREACH

NO CHANGE IN THIS ARTICLE.

ARTICLE 34 – MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

NO CHANGE IN THIS ARTICLE.

ARTICLE 35 – WAIVER

NO CHANGE IN THIS ARTICLE.

ARTICLE 36 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 37 – MUNICIPAL LOBBYING ORDINANCE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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.

(INSERT) ARTICLE 38 – 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.

(INSERT) ARTICLE 39 – 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 estimates 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.

4. 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.

IN WITNESS WHEREOF, The parties hereto subscribe the same in quintuplicate, and this CONTRACT is executed by the CITY, acting by and through its BOARD, and by City Fibers, Inc.

FOR THE CITY OF LOS ANGELES

APPROVED AND AGREED TO:

By: [Signature]
Name: ANDREA ALARCON
Title: Commissioner, Board of Public Works
Date: 6/15/11

By: _____
Name: _____
Title: Commissioner, Board of Public Works
Date: _____

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

BY: [Signature]
Name: Keith W. Pritsker
Title: Deputy City Attorney
Date: 4-7-10

FOR CITY FIBERS, INC.

APPROVED AND AGREED TO:

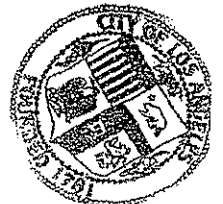
By: [Signature]
Name: David T. Jones
Title: President
Date: 4-15-10

ATTEST:

JUNE LAGMAY, City Clerk

BY: [Signature]
Name: NOVELYN F. ABESAMIS
Title: City Deputy Clerk
Date: 6-16-11

C-112960-1



ATTACHMENT A – PROFIT SHARING REVENUE CALCULATION EXAMPLES

CALCULATION OF THE MONTHLY REVENUE TO THE CITY PER GROSS TON

The gross Unit Value of Material load delivered by the CITY (VM) as used in the revenue rate calculation shall be defined as the following EQUATION:

$$VM = MFP - D$$

Where:

VM = Unit Value of Material load delivered by the CITY (\$/GROSS TON).

MFP = Minimum Floor Unit Price (\$/GROSS TON, See Table 1).

D = Cost of disposal (Tipping Fees only)

PB = Performance Bonus (\$)

In detail:

$$MFP = [\$25.00 \times (100\% - C)]$$

Where:

C = Percentage* of CONTAMINATION/RESIDUE within CITY-delivered MATERIAL (Unit: %).

MONTHLY

TONS = Total tonnage of CITY-delivered MATERIAL for the month delivered of which payment is made.

$$D = [DF \times (C - 10\%)]$$

DF = Disposal Fees or Tipping Fees for disposal of CONTAMINATION / RESIDUE (\$/TON)**

Where:

PB = Performance Bonus Payment based on the following criteria (MPB):

$$MPB = [\$125,000 - (\$500,000 \times C)]$$

* Only available when contamination percentage is $\leq 20\%$

Endnotes:

* All percentages of commodities and CONTAMINATION, within the stream of CITY-delivered MATERIAL, are determined by Monthly Commodity Reports and verified by quarterly WASTE CHARACTERIZATION studies.

** Disposal Fees shall be determined by dumpsite tipping fees for CONTAMINATION only.

Condition 1: C is greater than 20%

Equations: $VM = MFP - D$

- $MFP = [\$25 \times (100\% - C)]$
- $D = DF \times (C - 10\%)$

Given: MONTHLY
TONS = 5,000 Tons (Assumed Value, See Attachment B, Table 1)
C = 25.00% (Assumed Value)
DF = \$31.40/ TON (Assumed Value)

Solution:

$$VM = [\$25 \times (100\% - 25\%)] - [\$31.40 \times (25\% - 10\%)]$$

$$VM = \$18.75 - \$4.71$$

$$= \$14.04 \text{ Per Gross Ton of delivered CITY material}$$

(Unit Revenue payable to the CITY.)

Performance Bonus:

$$MPB = [\$125,000 - (\$500,000 \times C)]$$
$$= \$0.00$$

* No Performance Bonus applied (see Attachment B Table 1)

Condition 2: C is less than or equal to 20%

Equations: $VM = MFP - D$

- $MFP = [\$25 \times (100\% - C)]$
- $D = DF \times (C - 10\%)$

Given: MONTHLY
TONS = 5,000 Tons (Assumed Value, See Attachment B, Table 2)
C = 20.00% (Assumed Value)
DF = \$31.40/ TON (Assumed Value)

Solution:

$$VM = [\$25 \times (100\% - 20\%)] - [\$31.40 \times (20\% - 10\%)]$$

$$VM = \$20.00 - \$3.14$$

$$= \$16.86 \text{ Per Gross Ton of delivered CITY material}$$

(Unit Revenue payable to the CITY.)

Performance Bonus:

$$\begin{aligned} MPB &= [\$125,000 - (\$500,000 \times C)] \\ &= \$25,000 \end{aligned}$$

* \$25,000 shall be added to the revenue to City (see Attachment B Table 2)

**ATTACHMENT B – EXAMPLES OF THE PAYMENT SPREADSHEET AND THE
COMMODITY REPORT**

Example Under Condition 1 - Table 1

Example Under Condition 2 - Table 2

Monthly Commodity Report for Condition 1 - Table 3

Monthly Commodity Report for Condition 2 - Table 4

ATTACHMENT B: TABLE 1

West Valley Monthly Payment Calculation					
Table 1 - Under Condition 1: C > 20%					
Assumptions					
Item	LBS	Tons	PCT. (%) ¹	Item	Price (\$/Gross Ton)
Total Delivered	10,000,000	5000.00	100.00%	Minimum Floor Price (MFP)	$\$25 \times (100\% - C\%)$
Net Recyclables	7,500,000	3750.00	75.00%	Performance Bonus (MPB)	$\$125,000.00 - (\$500,000.00 \times C)$
Contamination	2,500,000	1250.00	25.00%	Disposal Fee ²	\$31.40
Calculation					
$MFP = \$25 \times (100\% - C)$					
Minimum Floor Price					\$18.75
$D = DF \times (C - 10\%)$					
Chargable Contamination				(C-10%)	15.00%
Disposal Fees				(DF)	\$31.40
Disposal Cost				(D)	(\$4.71)
$VM = MFP - D$					
Value of Material Per Gross Ton				(VM)	\$14.04
Gross Tonnage Delivered					5000.00
Revenue to City					\$70,200.00
Performance Bonus (Triggers when contamination is ≤ 20%)					\$0.00
Total Revenue to City					\$70,200.00
Note 1: Assumed Values (To be determined by Monthly Commodity Reports and verified by Waste Characterization Studies)					
Note 2: Assumed Values (To be determined by Dumpsite Certified Weight Tickets)					

ATTACHMENT B: TABLE 2

West Valley Monthly Payment Calculation					
Table 2 - Under Condition 2: $C \leq 20\%$					
Assumptions					
Item	LBS	Tons	PCT. (%) ¹	Item	Price (\$/Gross Ton)
Total Delivered	10,000,000	5000.00	100.00%	Minimum Floor Price (MFP)	$\$25 \times (100\% - C)$
Net Recyclables	8,000,000	4000.00	80.00%	Performance Bonus (MPB)	$\$125,000.00 - (\$500,000.00 \times C)$
Contamination	2,000,000	1000.00	20.00%	Disposal Fee ²	\$31.40
Calculation					
$MFP = \$25 \times (100\% - C)$					
Minimum Floor Price					\$20.00
$D = DF \times (C - 10\%)$					
Chargable Contamination				(C-10%)	10.00%
Disposal Fees				(DF)	\$31.40
Disposal Cost				(D)	(\$3.14)
$VM = MFP - D$					
Value of Material Per Gross Ton				(VM)	\$16.86
Gross Tonnage Delivered					5000.00
Revenue to City					\$84,300.00
Performance Bonus (Triggers when contamination is $\leq 20\%$)					\$25,000.00
Total Revenue to City					\$109,300.00
Note 1: Assumed Values (To be determined by Monthly Commodity Reports and verified by Waste Characterization Studies)					
Note 2: Assumed Values (To be determined by Dumpsite Certified Weight Tickets)					

ATTACHMENT B: TABLE 3

Monthly Commodity Report for West Valley (Used for Condition 1)

Month				
	Commodity	LBS	Tons	PCT. (%)
Fibers	Corrugated Cardboard	1,100,000	550	11.00%
	Newspaper	4,500,000	2250	45.00%
	Mixed Paper	1,100,000	550	11.00%
Glass	Flint Glass	50,000	25	0.50%
	Green Glass	50,000	25	0.50%
	Amber Glass	75,000	37.5	0.75%
	Mixed Glass	100,000	50	1.00%
Metal	Steel and Tin	20,000	10	0.20%
	Aluminum Cans	50,000	25	0.50%
	Aluminum Foil	100,000	50	1.00%
	Scrap Metal	125,000	62.5	1.25%
Plastic	Natural HDPE Containers	60,000	30	0.60%
	Color HDPE Containers	100,000	50	1.00%
	PET Containers	50,000	25	0.50%
	Film Plastic	10,000	5	0.10%
	Plastic #3-# 7	10,000	5	0.10%
Contamination		2,500,000	1250	25.00%
Total Recyclables		7,500,000	3750	75.00%
Total		10,000,000	5000	100.00%

ATTACHMENT B: TABLE 4
Monthly Commodity Report for West Valley (Used for Condition 2)

Month				
	Commodity	LBS	Tons	PCT. (%)
Fibers	Corrugated Cardboard	1,100,000	550	11.00%
	Newspaper	5,000,000	2500	50.00%
	Mixed Paper	1,100,000	550	11.00%
Glass	Flint Glass	50,000	25	0.50%
	Green Glass	50,000	25	0.50%
	Amber Glass	75,000	37.5	0.75%
	Mixed Glass	100,000	50	1.00%
Metal	Steel and Tin	50,000	25	0.50%
	Aluminum Cans	20,000	10	0.20%
	Aluminum Foil	100,000	50	1.00%
	Scrap Metal	125,000	62.5	1.25%
Plastic	Natural HDPE Containers	60,000	30	0.60%
	Color HDPE Containers	100,000	50	1.00%
	PET Containers	50,000	25	0.50%
	Film Plastic	10,000	5	0.10%
	Plastic #3-# 7	10,000	5	0.10%
Contamination		2,000,000	1000	20.00%
Total Recyclables		8,000,000	4000	80.00%
Total		10,000,000	5000	100.00%

ATTACHMENT C – RECYCLABLE MATERIALS

NO CHANGE IN THIS ATTACHMENT

ATTACHMENT D – WEST VALLEY WASTESHED BOUNDARY MAP

NO CHANGE IN THIS ATTACHMENT

ATTACHMENT E – INSURANCE REQUIREMENTS

Required Insurance and Minimum Limits

Name: City Fibers Inc.Date: 02/07/2011

Agreement/Reference: Marketing & processing of residential single stream commingled recyclable materials from the West Valley Wasteshed
 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 StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** No less than \$2 million aggregate
\$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 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☐ Replace cost of prop. damage

Pollution Liability
☐

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: All limits stated are on a per occurrence basis.
Provided to Emilio Rodriguez



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2010

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).

PRODUCER SPIB Insurance Agency, Inc. License Number 0719264 26441 Crown Valley Parkway#200 Mission Viejo CA 92691	CONTACT NAME: Amy Alberding PHONE (A/C No. Ext): (949) 860-3821 FAX (A/C No.): (949) 860-3893 E-MAIL ADDRESS: amy@spib.com PRODUCER CUSTOMER ID #: 00000198
INSURED City Fibers Inc. 2500 S. Santa Fe Ave. Los Angeles CA 90058	INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Co. INSURER B: New Hampshire Insurance Company INSURER C: Cypress Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER MSTR2 REV-2010GL-A-P-WC 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			02-LX-006262507-3	10/1/2010	10/1/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			01-CA-006269561-3	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS					Medical payments \$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					Uninsured motorist combined \$ 1,000,000	
	<input checked="" type="checkbox"/> PHYSICAL DAMAGE PER SCH						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			01-UD-000399174-3	10/1/2010	10/1/2011	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 10,000,000				
	<input type="checkbox"/> DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3300053692-101	8/19/2010	8/19/2011	WC STATUTORY LIMITS OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		E.L. EACH ACCIDENT \$ 1,000,000				
If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
A				02-LX-006262507-3	10/1/2010	10/1/2011	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: CITY OF LOS ANGELES MARKETING & PROCESSING RESIDENTIAL OF SINGLE STREAM COMMINGLED RECYCLABLE MATERIALS FOR WEST VALLEY, NORTH CENTRAL AND SOUTH WASTESHEDS CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS GENERAL LIABILITY PER COMPANY FORM 61712-08/07. ADDITIONAL INSURED WITH RESPECTS TO AUTOMOBILE LIABILITY, FORM TO FOLLOW.

CERTIFICATE HOLDER

CANCELLATION

CITY OF LOS ANGELES
BUREAU OF SANITATION
1149 S BROADWAY, 8TH FLOOR
LOS ANGELES, CA 90015

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

L Hines, CPCU ARM CLU

Additional Named Insureds

Other Named Insureds

CFI Tissue, Inc.	C Corporation, Additional Named Insured
CJJY HOLDINGS, LLC A CALIFORNIA LIMITED LIABILITY C	Limited corporation, Additional Named Insured
Curbside Recovery LLC	Limited Liability Company, Additional Named Insured
D.M.S.D, A General Partnership	Partnership, Additional Named Insured
DJSAY Holdings LLC	Limited Liability Company, Additional Named Insured



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2010

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).

PRODUCER SPIB Insurance Agency, Inc. License Number 0719264 26441 Crown Valley Parkway#200 Mission Viejo CA 92691		CONTACT NAME: Amy Alberding PHONE (A/C, No, Ex): (949) 860-3821 E-MAIL ADDRESS: amy@spib.com PRODUCER CUSTOMER ID #: 00000198 FAX (A/C, No): (949) 860-3893	
INSURED City Fibers Inc. 2500 S. Santa Fe Ave. Los Angeles CA 90058		INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Co. INSURER B: New Hampshire Insurance Company INSURER C: Cypress Insurance Company INSURER D: INSURER E: INSURER F: NAIC #	

COVERAGES CERTIFICATE NUMBER: MSTR 2010 WC 2010-GL-A-09 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			02-LX-006262507-2	10/1/2009	10/1/2010	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			01-CA-006269561-2	10/1/2009	10/1/2010	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						Medical payments \$ 2,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000			01-UD-006399174-2	10/1/2009	10/1/2010	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			3300053692-0101	8/19/2010	8/19/2011	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
RE: CITY OF LOS ANGELES MARKETING & PROCESSING RESIDENTIAL OF SINGLE STREAM COMMINGLED RECYCLABLE MATERIALS FOR WEST VALLEY, NORTH CENTRAL AND SOUTH WASTESHEDS CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS GENERAL LIABILITY PER COMPANY FORM 61712-09-01. ADDITIONAL INSURED WITH RESPECTS TO AUTOMOBILE LIABILITY, FORM TO FOLLOW.

CERTIFICATE HOLDER

CANCELLATION

CITY OF LOS ANGELES
BUREAU OF SANITATION
1149 S BROADWAY, 8TH FLOOR
LOS ANGELES, CA 90015

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

L Hines, CPCU ARM CLU *Larry D. Hines*

Additional Named Insureds

Other Named Insureds

CFI Tissue, Inc.	C Corporation, Additional Named Insured
CJY HOLDINGS, LLC A CALIFORNIA LIMITED LIABILITY C	Limited corporation, Additional Named Insured
Curbside Recovery LLC	Limited Liability Company, Additional Named Insured
D.M.S.D, A General Partnership	Partnership, Additional Named Insured
DJSAY Holdings LLC	Limited Liability Company, Additional Named Insured

ATTACHMENT F – AFFIRMATIVE ACTION, EQUAL EMPLOYMENT
OPPORTUNITY, NONDISCRIMINATION

CITY OF LOS ANGELES

Awarding Dept.: DPW/BOS/SRSSD
 Dept. Contact: Michael Lee (213-487-3094)
 MS: _____ OCC#: _____

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:
1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that Scott Jones Director Human Resources is hereby
 NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

2500 S. Santa Fe Ave. Los Angeles, CA 90002 , (323) 583-1013
 WORK ADDRESS TELEPHONE:

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: ☐ City Plan; ☐ Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

City Fibers Inc

COMPANY NAME

2500 S. SANTA FE AVE

ADDRESS

Los Angeles CA 90058

CITY, COUNTY, STATE, ZIP

AUTHORIZED SIGNATURE

DAVID T JONES PRES

NAME AND TITLE (TYPE OR PRINT)

323-583-1013

TELEPHONE

DATE

4-15-10

A-1

TOTAL COMPOSITION OF WORK FORCE

OCC#

Contractor CITY FIBERS, INC

Project Title WEST VALLEY SINGLE STREAM

Length of Contract 3 YRS

Contractor Address 2500 S. SANTA FE AVE

Work Force as of (Date) 7-1-10

(If you have no employees, write "no employee at this time.")

FOR CONSTRUCTION PROJECTS (L.A. County Only)																							
AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN / ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER		
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
CRAFT																							
Brick Layers																							
Carpenters																							
Electricians																							
Grapple Workers																							
Iron Worker																							
Laborers																							
Operator Engineers																							
Painters																							
Pipe Trades																							
Plasters / Cement Masons																							
Sheet Metal Workers																							
Teamsters																							
Clerical																							
Supervisory																							
TOTAL																							

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
OCCUPATION																
Official & Managers			5						4		9		56		5	4
Professionals																
Technicians																
Sales Workers			1						2		3		33		3	
Office / Clerical			10								11		91		1	10
Semi-Skilled																
Laborers (Unskilled)			85						1		86		99		86	
Service Workers																
TOTAL			101						8		109		93		95	14

Employment statistics were obtained from:

☐ Available Records ☐ Visual Check ☒ Other (Specify) Visual Inspection & PAY ROLL RECORDS

EQUAL EMPLOYMENT PRACTICES PROVISIONS **Construction Contracts in excess of \$1,000 or more but less than \$5,000 and** **Nonconstruction Contracts of \$1,000 or more but less than \$100,000**

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the 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, domestic partner 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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, domestic partner 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, the 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, domestic partner status, or medical condition.
- D. The 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 the 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 has been given to the contractor.
- F. Upon a finding duly made that the 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 of Los Angeles. 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 said 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, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- 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, the 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. 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.

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the 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, domestic partner 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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, domestic partner 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, the contractor shall certify on an electronic or hard copy form to be supplied, that the 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, domestic partner status, or medical condition.
- D. The 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 the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program 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 of Los Angeles. 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 of Los Angeles 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 the contractor has been guilty of a 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 the contractor by the City of Los Angeles 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 of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- 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. The 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, the 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, the 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) A 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 the 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. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- 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.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 571 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.


d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
14. 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.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

4-15-10
 DATE
 SCOTT JONES
 FIRM NAME


 OFFICER'S SIGNATURE
 HUMAN RESOURCES MANAGER
 OFFICER'S NAME AND TITLE (TYPE OR PRINT)

BOARD OF PUBLIC WORKS
MEMBERS

CYNTHIA M. RUIZ
PRESIDENT

ANDREA A. ALARCON
VICE PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO-TEMPORE

STEVEN T. NUTTER
COMMISSIONER

VALERIE LYNNE SHAW
COMMISSIONER

WILLIAM P. WEEKS
EXECUTIVE OFFICER

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO VILLARAIGOSA
MAYOR

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

Bureau of
CONTRACT ADMINISTRATION
1149 S. Broadway, 3rd Floor
Los Angeles, CA 90015

(213) 847-1922
<http://bca.lacity.org>

September 8, 2010

Scott Jones
City Fibers, Inc.
2500 S. Santa Fe Avenue
Los Angeles, CA 90058

We received your EEO and Affirmative Action documents that you submitted to fulfill your contract requirement, as mandated by Los Angeles Administrative Code 10.8.4, and is approved as follows:

AFFIRMATIVE ACTION PLAN APPROVAL

PLAN NO: 5896

City Fibers, Inc.
2500 S. Santa Fe Avenue
Los Angeles, CA 90058

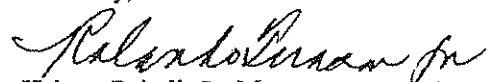
☒ Approved – Contractor completed, signed and submitted the City's Affirmative Action Plan.

☐ Approved – Contractor submitted its own Affirmative Action Plan which meets the City's minimum requirements.

- **APPROVAL EXPIRATION DATE:** 10/1/2011
- This Plan is valid through the date shown above. The contractor may reference this approval for other City-funded contracts within the approval period. If the approval is 30 days or less from the expiration, the contractor must submit a new Plan to the Office of Contract Compliance and the Plan must be approved before any new contract is awarded.

If you have any questions regarding this matter, please call Rolando Tuasor at (213) 847-2642. The Bureau of Contract Administration, Office of Contract Compliance is located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015.

Sincerely,


Helmut Peindl, Sr. Management Analyst I
EEOE Section Supervisor

Contractor	AA Plan #	Appv Until	Contractor Street Address	Contractor City State Zip
Central Nebraska Packing, Inc.	GSD-1558	11/1/2011	2800 EAST 8TH	NORTHE PLATTE, NE 69101
Central Neighborhood Health Foundation	16084	3/1/2012	2707 S. Central Ave.	Los Angeles, CA 90011
Central Tech Air Conditioning, Inc.	16062	2/1/2012	209 W. 134th St.	Los Angeles, CA 90061
Centurions Solutions, Inc.	15956	9/1/2011	35470 Sierray Hwy.	Palmdale, CA 93551
Century Business & Development Corp.	15871	5/1/2011	12347 Kenny Dr.	Granada Hills, CA 91344
Century Park Center, LLC	16114	4/1/2012	9911 W. Pico Blvd. #630	Los Angeles, CA 90035
CGI Technologies & Solutions, Inc.	2334	8/1/2011	10655 NE 4th St., Suite 900	Bellevue, WA 98004
CH2M Hill, Inc.	977	9/1/2011	9191 S. Jamaica St.	Englewood, CO 80112
Charisma Design Studio, Inc.	GSD-179	8/1/2011	8414 San Fernando Rd.	Sun Valley, CA 91352
Charles G. Hardy	GSD-827	8/1/2011	15723 Vermont Ave.	Paramount, CA 90723
Charles King Co., Inc.	1620	6/1/2011	2841 Gardena Ave.	Signal Hill, CA 90755
CHART INC	GSD-1602	11/1/2011	407 7TH ST. NW	NEW PRAGUE, MN 56071
Chicago Systems Group	11144	6/1/2011	180 North Stetson Avenue, Suite 3200	Chicago, IL 60601
Chicana Service Action Center	940	10/1/2011	315 West 9th St. Suite 101	Los Angeles, CA 90015
Child & Family Guidance Center	1094	8/1/2011	9650 Zelzah Ave.	Northridge, CA 91325
Child & Family Guidance Center	1094	8/1/2011	9650 Zelzah Avenue	Northridge, CA 91325
Children's Institute, Inc.	1104	9/1/2011	711 S. New Hampshire Avenue	Los Angeles, CA 90005
Chinatown Service Center	909	9/1/2011	767 N. Hill St. Suite 400	Los Angeles, CA 90012
CHP Enterprise Inc	GSD-1673	12/1/2011	12580 Saticoy Street	North Hollywood, CA 91605
Christopher R. Morales, Inc.	15970	10/1/2011	155 N. Eucia Avenue	San Dimas, CA 91773
City Fibers, Inc.	5896	10/1/2011	2500 S. Santa Fe Avenue	Los Angeles, CA 90058
City National bank	15760	2/1/2012	555 S. Flower St.	Los Angeles, CA 90071
City of Long Beach Dept. of Health & Human Services	15802	9/1/2011	2525 Grand Avenue	Long Beach, CA 90815
Civitas Advisors, Inc.	16065	2/1/2012	7700 College Town Drive. #111	Sacramento, CA 95826
Clarke Masonry, Inc.	15774	3/1/2012	19121 Gothard Street	Huntington Beach, CA 92648
Clean Fuels, Inc.	GSD-404	8/1/2011	125 E. Wheeler Ave. #F	Arcadia, CA 91006
Clean Harbors Environmental Services, Inc.	11610	7/1/2011	42 Longwater Drive	Norwell, MA 02061
Clean Up America, Inc.	GSD-1489	9/1/2011	4134 Temple City Blvd.	Rosemead, CA 91770
Clear Sign & Design, Inc.	15953	9/1/2011	170 Navajo St.	San Marcos, CA 92078
Clements Environmental Corp.	16049	2/1/2012	15230 Burbank Blvd., #103	Sherman Oaks, CA 91411
Cleveland Wrecking Co.	10714	5/1/2011	628 E. Edna Place	Covina, CA 91723
Clinica Msr. Oscar A Romero	1904	11/1/2011	123 S. Alvarado Street	Los Angeles, CA 90057
Clinical Staffing Services	15880	5/1/2011	1801 E. Parkcount Pl., D104	Santa Ana, CA 92701
Club Car	GSD-1712	1/1/2012	4125 Washington Rd	Evans, LA 30809

ATTACHMENT G – BUSINESS TAX REGISTRATION CERTIFICATE

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: 04-17-99 D

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	STARTED
465041-13	L	098	COMMERCIAL RENTAL	12-17-91

CFI ACQUISITION CORP /C
2500 S SANTA FE AV
LOS ANGELES CA 90058-1118

ISSUED BY:

J. M. Carey
CITY CLERK

NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - 111 N. HOPE ST. RM 101, LOS ANGELES CA. 90012
FORM 2000 (Rev. 2/98) IMPORTANT - READ REVERSE SIDE

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: 01-01-97

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	STARTED
442531-91	L	153	WHOLESALE SALES	01-01-97

2011 F WASHINGTON ST LOS ANGELES CA 90021

CITY FIBERS INC
2500 S SANTA FE AV
LOS ANGELES CA 90058

ISSUED BY:

Elis M. Monty
CITY CLERK

NOTIFY THE CITY CLERK IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - ROOM 101, CITY HALL, LOS ANGELES, CALIF 90012
FORM 2000 (Rev. 11/02) IMPORTANT - READ REVERSE SIDE

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

BUSINESS TAX

ISSUED: 05-18-95 E

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	STARTED
249901-91	L	098	WHOLESALE SALES	05-18-95

THIS CERTIFICATE IS GOOD UNTIL VOIDED OR REVOKED. IT BECOMES VOID UPON ANY CHANGE OF OWNERSHIP OR LOCATION. ANNUAL TAXES ARE DUE AND PAYABLE JANUARY 1ST EACH YEAR, AND IS DELINQUENT IF NOT PAID ON OR BEFORE THE LAST DAY OF FEBRUARY EACH YEAR. QUARTERLY TAXES ARE DUE AND PAYABLE ON THE FIRST DAY OF JANUARY, APRIL, JULY, AND OCTOBER OF EACH YEAR, AND IS DELINQUENT IF NOT PAID ON OR BEFORE THE LAST DAY OF THE MONTH DUE.

CITY FIBERS INC
2500 S SANTA FE AV
LOS ANGELES CA 90058

ISSUED BY:

Elis M. Monty
CITY CLERK

NOTIFY THE CITY CLERK IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - ROOM 101, CITY HALL, LOS ANGELES, CALIF. 90012
FORM 2000 IMPORTANT - READ REVERSE SIDE

**ATTACHMENT H – LIVING WAGE AND SERVICE CONTRACTOR WORKER
RETENTION ORDINANCES**

**CITY OF LOS ANGELES
CALIFORNIA**



**ANTONIO VILLARAIGOSA
MAYOR**

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

**CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777**

ATTACHMENT I – EQUAL BENEFITS ORDINANCE

COMPLIANCE

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

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: BUREAU OF SANITATION Contact/Phone: M. LEE 213-485-3094

SECTION 1. CONTACT INFORMATION

Company Name: CITY FIBERS, INC
 Company Address: 2500 S. SANTA FE
 City: LOS ANGELES State: CA Zip: 90058
 Contact Person: Todd JONES Phone: 323-583-1013 Fax: 323-583-8424

I am a one-person contractor, and I have no employees. ☐ Yes ☒ No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: 109

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☒ No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? ☒ Yes ☐ No
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- ☐ **a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- ☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- ☐ **c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
 - ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 15th day of APRIL, in the year 2010, at Los Angeles, CA
(City) (State)


Signature

DAVID T. JONES
Name of Signatory (please print)

PRESIDENT
Title

2500 S. Santa Fe AVE
Mailing Address

Los Angeles CA 90058
City, State, Zip Code

95-3918933
Federal ID Number

CITY OF LOS ANGELES - COMPLIANCE LIST FOR EQUAL BENEFITS ORDINANCE

<input type="checkbox"/>	Christ Gospel Apostolic Mission 537 West 76th Street Los Angeles CA 90044	EBO Status EBO N/A: No Benefits Date Status Determined: 11/04/02	
<input type="checkbox"/>	Christensen, Miller, Fink, Jacobs et al. 2121 Avenue of the Stars, Ste. 1800 Los Angeles CA 90067	EBO Status Full Date Status Determined: 06/09/00	
<input type="checkbox"/>	Christopher A. Joseph & Associates 11849 W. Olympic Boulevard, Suite 101 Los Angeles CA 90064	EBO Status Full Date Status Determined: 06/03/09	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 12/30/04
<input type="checkbox"/>	Christopher L. Patton & Associates 969 Cornell Road Pasadena CA 91106	EBO Status EBO N/A: One Person Date Status Determined: 04/13/00	
<input type="checkbox"/>	Christy, Kathryn Connell 4176 Elmer Avenue Studio City CA 91602	EBO Status EBO N/A: One Person Date Status Determined: 08/03/05	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 07/26/05
<input type="checkbox"/>	Chrysalis 522 S. Main Street Los Angeles CA 90013	EBO Status Full Date Status Determined: 04/18/07	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 11/10/04
<input type="checkbox"/>	Chu, Lenora 5371 Village Green Los Angeles CA 90016	EBO Status EBO N/A: One Person Date Status Determined: 06/30/08	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 06/25/08
<input type="checkbox"/>	Chung, Casey K. 1631 W. 219th St., #201 Torrance CA 90501	EBO Status EBO N/A: One Person Date Status Determined: 08/03/05	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 07/26/05
<input type="checkbox"/>	Chvany, Silbert & Knowlton, LLP 21-C Orinda Way #383 Orinda CA 94563	EBO Status EBO N/A: No Benefits Date Status Determined: 01/09/01	
<input type="checkbox"/>	Chymaera 4080 Paradise Rd., #15-418 Las Vegas NV 89109	EBO Status EBO N/A: One Person Date Status Determined: 02/14/06	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 02/09/06
<input type="checkbox"/>	CIC Research, Inc. 8361 Vickers Street San Diego CA 92111	EBO Status Full Date Status Determined: 10/15/09	
<input type="checkbox"/>	Cigna Healthcare of California 400 North Brand Blvd. Glendale CA 91203	EBO Status Full Date Status Determined: 06/26/02	
<input type="checkbox"/>	Cihigoyenette, Grossberg & Clouse 3602 Inland Empire Blvd., Suite C315 Ontario CA 91764	EBO Status Full Date Status Determined: 03/07/01	
<input type="checkbox"/>	CIM/11620 Wilshire (Los Angeles), LP 6922 Hollywood Bl., Suite 900 Los Angeles CA 90028	EBO Status EBO N/A: One Person Date Status Determined: 08/16/10	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 08/09/10
<input type="checkbox"/>	Citrus Valley Health Foundation 1115 South Sunset Avenue West Covina CA 91790	EBO Status Full Date Status Determined: 12/04/03	
<input type="checkbox"/>	City at Peace - Los Angeles 2210 Lincoln Blvd. Venice CA 90291	EBO Status EBO N/A: One Person Date Status Determined: 08/17/04	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 08/18/04
<input type="checkbox"/>	City Fibers, Inc. 2500 South Santa Fe Avenue Los Angeles CA 90058	EBO Status Full Date Status Determined: 03/21/07	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 02/12/07
<input type="checkbox"/>	City Hearts P.O. Box 1314 Topanga CA 90290	EBO Status EBO N/A: No Benefits Date Status Determined: 11/15/01	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 07/25/05
<input type="checkbox"/>	City National Bank 555 S. Flower Street, 11th Floor Los Angeles CA 90071	EBO Status Full Date Status Determined: 11/03/09	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 11/03/09
<input type="checkbox"/>	City of Angels Ballet 2330 Ronda Vista Drive Los Angeles CA 90027	EBO Status Full Date Status Determined: 10/03/02	

Listing current as of 4/11/2011

ATTACHMENT J – CONTRACTOR RESPONSIBILITY ORDINANCE

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

BUREAU OF SANITATION JONATHAN ZARI 213-485-3572
City Department/Division Awarding Contract City Contact Person Phone

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

City Fibers, Inc
Bidder/Proposer Business Name

2500 S. SANTA FE AVE Los Angeles CA 90058
Street Address City State Zip

Todd JONES OPERATIONS Mgr 323-583-1013 323-583-8424
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 10/28/2009

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 1/1/ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

DAVID T JONES
Print Name, Title
PRES

[Signature]
Signature

4-05-10
Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 8

SERVICE

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: 03 / 13 / 1984 State of incorporation: CALIFORNIA

List the corporation's current officers.

President: DAVID T. JONES

Vice President: STEPHEN A. YOUNG

Secretary: STEPHEN A. YOUNG

Treasurer: DAVID T. JONES

☐ 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.

DAVID T. JONES

STEPHEN A. YOUNG

☐ **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.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

SERVICE

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? 26 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

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.

SERVICE

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.

1

SERVICE

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. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

4. ALL LICENSES ARE HELD IN THE NAME OF THE CORPORATION.

City Fibers, Inc.

SERVICE

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. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

8. CITY FIBERS, A PRESENT CONTRACTOR FOR THE CITY OF LOS ANGELES
HAS EXTENSIVE EXPERIENCE IN THE MARKETING AND PROCESSING OF RESIDENTIAL
SINGLE STREAM

* Please see the attachment

9. NONE

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 of 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.

- 1) 1997-2002 C-96203 for processing and marketing commingled recyclables from the south central, north central and west valley. Contract amount was approximately \$800,000 per year
- 2) 2002-2007 C-103098 for processing and marketing commingled recyclables from the south central, north central and west valley. Contract amount was approximately \$1.0 Million per year
- 3) 2007-present C-112960 for processing and marketing commingled recyclables from the west valley. Contract amount is approximately \$970,000 per year

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.

1. Information Regarding Proposed Contract

Project Name/Description: MARKETING AND PROCESSING OF RESIDENTIAL SINGLE STREAM
COMMINGLED RECYCLABLE MATERIALS FROM THE
CITY OF LOS ANGELES WEST VALLEY WASTE SITE
RFB/RFQ/RFP # (if any): C-112960 Date RFB/RFQ/RFP Released: _____
Procuring Dept.: SANITATION / SRSSA Mail Stop #: 521
Name of Dept. Contact: MICHAEL LEE Phone: 213-485-3094

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: CITY FIBERS, INC.
Company Address: 2500 S. SANTA FE AVE
City: LOS ANGELES State: CA Zip: 90058

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

FOR DAA USE ONLY - VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) SEP 08, 2010

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and ☐ Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature [Signature] Date SEP 08 2010

ATTACHMENT K – SLAVERY DISCLOSURE ORDINANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement BUREAU OF SANITATION Department Contact Person JONATHAN ZAR

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, DAVID T JONES, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

<u>CITY FIBERS INC</u>	<u>323-583-1013</u>	<u>95-3918933</u>
Company Name	Phone	Federal ID #
<u>2500 S. SAN ANGE AVE</u>	<u>Los Angeles</u>	<u>CA</u>
Street Address	City	State
		<u>90058</u>
		Zip
3. Has the Company submitted the SDO Affidavit previously? ☒ NO ☐ YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
4. The Company came into existence in 1984 (year).
5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:
☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.
Executed on 4-15-18 at Los Angeles CA
(Date) (City) (State)
Signature David Jones Title: PRESIDENT

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

CITY OF LOS ANGELES - COMPLIANCE LIST FOR EQUAL BENEFITS ORDINANCE

<input type="checkbox"/>	Christ Gospel Apostolic Mission 537 West 76th Street Los Angeles CA 90044	EBO Status EBO N/A: No Benefits Date Status Determined: 11/04/02	
<input type="checkbox"/>	Christensen, Miller, Fink, Jacobs et al. 2121 Avenue of the Stars, Ste. 1800 Los Angeles CA 90067	EBO Status Full Date Status Determined: 06/09/00	
<input type="checkbox"/>	Christopher A. Joseph & Associates 11849 W. Olympic Boulevard, Suite 101 Los Angeles CA 90064	EBO Status Full Date Status Determined: 06/03/09	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 12/30/04
<input type="checkbox"/>	Christopher L. Patton & Associates 969 Cornell Road Pasadena CA 91106	EBO Status EBO N/A: One Person Date Status Determined: 04/13/00	
<input type="checkbox"/>	Christy, Kathryn Connell 4176 Elmer Avenue Studio City CA 91602	EBO Status EBO N/A: One Person Date Status Determined: 08/03/05	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 07/26/05
<input type="checkbox"/>	Chrysalis 522 S. Main Street Los Angeles CA 90013	EBO Status Full Date Status Determined: 04/18/07	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 11/10/04
<input type="checkbox"/>	Chu, Lenora 5371 Village Green Los Angeles CA 90016	EBO Status EBO N/A: One Person Date Status Determined: 06/30/08	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 06/25/08
<input type="checkbox"/>	Chung, Casey K. 1631 W. 219th St., #201 Torrance CA 90501	EBO Status EBO N/A: One Person Date Status Determined: 08/03/05	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 07/26/05
<input type="checkbox"/>	Chvany, Silbert & Knowlton, LLP 21-C Orinda Way #383 Orinda CA 94563	EBO Status EBO N/A: No Benefits Date Status Determined: 01/09/01	
<input type="checkbox"/>	Chymaera 4080 Paradise Rd., #15-418 Las Vegas NV 89109	EBO Status EBO N/A: One Person Date Status Determined: 02/14/06	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 02/09/06
<input type="checkbox"/>	CIC Research, Inc. 8361 Vickers Street San Diego CA 92111	EBO Status Full Date Status Determined: 10/15/09	
<input type="checkbox"/>	Cigna Healthcare of California 400 North Brand Blvd. Glendale CA 91203	EBO Status Full Date Status Determined: 06/26/02	
<input type="checkbox"/>	Cihigoyenette, Grossberg & Clouse 3602 Inland Empire Blvd., Suite C315 Ontario CA 91764	EBO Status Full Date Status Determined: 03/07/01	
<input type="checkbox"/>	CIM/11620 Wilshire (Los Angeles), LP 6922 Hollywood Bl., Suite 900 Los Angeles CA 90028	EBO Status EBO N/A: One Person Date Status Determined: 08/16/10	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 08/09/10
<input type="checkbox"/>	Citrus Valley Health Foundation 1115 South Sunset Avenue West Covina CA 91790	EBO Status Full Date Status Determined: 12/04/03	
<input type="checkbox"/>	City at Peace - Los Angeles 2210 Lincoln Blvd. Venice CA 90291	EBO Status EBO N/A: One Person Date Status Determined: 08/17/04	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 08/18/04
<input type="checkbox"/>	City Fibers, Inc. 2500 South Santa Fe Avenue Los Angeles CA 90058	EBO Status Full Date Status Determined: 03/21/07	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 02/12/07
<input type="checkbox"/>	City Hearts P.O. Box 1314 Topanga CA 90290	EBO Status EBO N/A: No Benefits Date Status Determined: 11/15/01	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 07/25/05
<input type="checkbox"/>	City National Bank 555 S. Flower Street, 11th Floor Los Angeles CA 90071	EBO Status Full Date Status Determined: 11/03/09	<input checked="" type="checkbox"/> SDO Affidavit Received? SDO Received Date 11/03/09
<input type="checkbox"/>	City of Angels Ballet 2330 Ronda Vista Drive Los Angeles CA 90027	EBO Status Full Date Status Determined: 10/03/02	

Listing current as of 4/11/2011

ATTACHMENT L – MBE/WBE/OBE WAIVER OF REQUIREMENT

AIDS Coordinators Office
333 S. Spring Street
Los Angeles, CA 90013

DATE: 4-04-05

TO: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT
ATTN: DAVID MORA

FROM: William Karmali, Project Manager
Stephanie Zillotto
Phone: (213) 473-7043 Fax: (213) 473-7845

1241709 1150 1241709 1150 1241709 1150 1241709 1150

SUBJECT: MBE/WBE/OBE RECOMMENDATION FOR GOOD FAITH EFFORT CONTRACT NO.
In compliance with Executive Directive No. 2001-28, City of Los Angeles Minority, Women and Other
Business Enterprise (MBE/WBE/OBE) Program, please fill out the following:

1. Title of Project: Selling of City-Collected "Single-Stream" Recyclable Materials - W Valley Wastewater
2. This project will be advertised as an: RFB X RFP RFQ Other: _____
3. Type of Contract: Procurement X Personal Services Construction
4. Projected total amount of the contract: over \$100K Estimated duration of project: Three (3) years,
with an option to renew for an additional 3 years
5. Significant Dates: _____

Estimated date of pre-bid or job walk meeting: TBD
Estimated date that bids or proposals are due: TBD

6. Recommendations:
MBE/WBE/OBE encouragement: _____

Justify why encouragement:

X Technical Requirement _____ Lack of available subcontractors
X Lack of available subcontract sub-supply opportunities _____ One product single point of distribution

Other: No facilities and equipment available in the City.

7. MBE/WBE/OBE Good Faith Effort required: Sole source contract.

8. Is this X New Contract _____ Renewal _____ Other

9. Name of previous contractor: City Fibre Length of previous contract: 3 years Value of previous

TO: AIDS Coordinators Office
ATTN: Michael Melmon
FROM: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

X Recommendation approved _____ Available Sub: _____ Initials
Recommendation disapproved _____ Available Opportunities _____ Initials

Other/Comment: _____

By: Angie P. Richardson Date: 3/8/06 Tel. No.: 213/978-1494

ATTACHMENT M – PAYMENT SCHEDULE

NO CHANGE IN THIS ATTACHMENT

ATTACHMENT N – MUNICIPAL LOBBYING ORDINANCE



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

Bidder Certification CEC Form 50

Bid/Contract Number:

C-112960

Department:

BUREAU OF SANITATION

Name of Bidder:

CITY FIBERS, INC

Phone:

323-583-1013

Address:

2500 S. SANTA FE AVE LOS ANGELES CA 90058

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:

4-15-10

Signature:

Name:

DAVID T JONES

Title:

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.

(INSERT) ATTACHMENT O - CONTRACT HISTORY

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.

Please see the attachment.

CITY Fibers, INC
Name of Organization

DAVID T JONES
Print Name

4-15-10
Date

David Jones
Signature
PRESIDENT
Title

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 of 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.

- 1) 1997-2002 C-96203 for processing and marketing commingled recyclables from the south central, north central and west valley. Contract amount was approximately \$800,000 per year
- 2) 2002-2007 C-103098 for processing and marketing commingled recyclables from the south central, north central and west valley. Contract amount was approximately \$1.0 Million per year
- 3) 2007-present C-112960 for processing and marketing commingled recyclables from the west valley. Contract amount is approximately \$970,000 per year

(INSERT) ATTACHMENT P - LOS ANGELES RESIDENCE INFORMATION

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: City Fibers, Inc

I. Corporate or Main Office Address:

2500 S. Santa Fe Ave
Los Angeles, CA
90058

II Total Number of Employees in Organization: 109

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

43 and 39.4 %

(INSERT) ATTACHMENT Q – NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

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

I, DAVID T JONES, depose and say that I am

PRESIDENT of CITY FIBERS, INC
("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: 4-15-10 at Los Angeles CA
(Month, Day, Year) (City, State)

(Corporate Seal)

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

David Jones
(Signature)

(INSERT) ATTACHMENT R – FIRST SOURCE HIRING ORDINANCE

FIRST SOURCE HIRING ORDINANCE (FSHO)		FORM: FSHO-1
Anticipated Employment Opportunities		CITY OF LOS ANGELES
<p>SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.</p> <p>PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.</p>		
SECTION I. CONTRACTOR INFORMATION		
Name of Contractor: <u>City Fibers, Inc.</u>		Contractor Phone#: <u>323-583-1013</u>
Designated Contractor Contact Person: <u>Todd Jones</u>		Email: <u>Todd@cityfibers.com</u>
Street Address: <u>2500 S. Santa Fe Ave.</u>		
City: <u>Los Angeles</u>	State: <u>CA</u>	Zip: <u>90058</u> Federal ID (FEIN)#: <u>95-3918933</u>
1. I am completing this form as a: <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor Go to Question 2.	2. How many total employees currently work for your company? <u>109</u> Go to Question 3.	3. How many employees will be working directly for the City contract? <u>70</u> Go to Question 4.
4. Do you anticipate any job openings as a result of this City contract? <input type="checkbox"/> YES - Go to Question 5. <input checked="" type="checkbox"/> NO - Go to Section III.		
5. How many different job classifications do you anticipate as a result of this contract? _____ Go to Section II.		
SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION		
For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.		
Job #1	Job Classification: _____ Description/Qualifications: _____	Anticipated # of Job Openings: _____
Job #2	Job Classification: _____ Description/Qualifications: _____	Anticipated # of Job Openings: _____
Job #3	Job Classification: _____ Description/Qualifications: _____	Anticipated # of Job Openings: _____
SECTION III. SIGNATURE AND SUBMIT		
I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.		
Executed this <u>26th</u> day of <u>August</u> , 2010, at <u>Los Angeles</u> , <u>CA</u> (City) (State)		
Signature: 		Name (Please Print): <u>DAVID T JONES</u>
Title: <u>PRESIDENT</u>		Federal Tax/Employer Identification Number: <u>95-3918933</u>
SECTION IV. FILLED OUT BY AWARDING DEPARTMENT		
Dept: <u>DPW/Sanitation</u>	Contact Person: <u>Michael Lee</u>	Phone#: <u>213-485-3094</u> Email: <u>michael.w.lee@lacity.org</u>
Project Title (as listed in bid): <u>Marketing & Processing Residential Single-Stream</u>		ID# _____

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-2****Subcontractor Information Form****CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: City Fibers, Inc Contractor Phone#: 323-583-1013
Designated Contractor Contact Person: Todd Jones Email: todd@cityfibers.com
Street Address: 2500 S. Santa Fe Ave
City: Los Angeles State: CA Zip: 90058 Federal ID (FEIN)#: 95-3918933

- | | | |
|--|--|--|
| 1. I am completing this form as a:
<input checked="" type="checkbox"/> Prime Contractor
Go to Question 3.
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. Are you a 1 st Tier, 2 nd Tier, 3 rd Tier, or Other Tier Subcontractor?
<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
<input type="checkbox"/> Other _____
Go to Question 3. | 3. Do you have Subcontractors who will be working with you on the contract?
<input type="checkbox"/> YES - Go to Question 4.
<input checked="" type="checkbox"/> NO - Go to Section III. |
| 4. How many Subcontractors will be working with you on the contract? <u>0</u> Go to Section II. | | |

SECTION II. SUBCONTRACTOR INFORMATION

For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Sub #1	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #2	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #3	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #4	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #5	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #6	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #7	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #8	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 30th day of August, 2010 at Los Angeles, CA
(City) (State)

Signature

PRESIDENT

Name (Please Print)

DAVID T JONES

Title

Federal Tax/Employer Identification Number

95-3918933**SECTION IV. AWARDING DEPARTMENT INFORMATION**

Dept: PAV/Sanitation Contact Person: Michael Lee Phone#: 213-485-3094 Email: michael.w.lee@lacity.org
Project Title (as listed in bid): Marketing & Processing Residential Cycle Stream ID# _____

TRANSMITTAL 5

CONTRACT NO. C – 112958-1

AMENDMENT NO. 1

TO

**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES**

AND

BESTWAY RECYCLING COMPANY, INC.

**FOR MARKETING AND PROCESSING RESIDENTIAL SINGLE
STREAM COMMINGLED RECYCLABLE MATERIALS FROM
THE CITY OF LOS ANGELES NORTH CENTRAL
WASTESHED**



CITY OF LOS ANGELES



SANITATION
DEPARTMENT OF
PUBLIC WORKS

City of Los Angeles

Department of Public Works

Bureau of Sanitation

Enrique C. Zaldivar, Director

Alexander E. Helou, Assistant Director

Solid Resources Support Services Division

Jorge Santiesteban, Division Manager

AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND BESTWAY RECYCLING CO., INC. FOR MARKETING AND PROCESSING RESIDENTIAL
SINGLE STREAM COMMINGLED RECYCLABLE MATERIALS FROM THE CITY OF LOS ANGELES NORTH CENTRAL
WASTESHED

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AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND BESTWAY RECYCLING CO., INC. FOR
MARKETING AND PROCESSING RESIDENTIAL SINGLE STREAM COMMINGLED
RECYCLABLE MATERIALS FROM THE CITY OF LOS ANGELES NORTH CENTRAL
WASTESHED

This Amendment No. 1 is made and entered into by and between the City of Los Angeles, California, a municipal corporation acting by order of, and through its Board of Public Works, hereinafter referred to as the "CITY", and Bestway Recycling Company, Inc., hereinafter referred to as the "CONTRACTOR", and is set forth as follows:

WITNESSETH

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 landfills by the year 2000; and

WHEREAS, the CITY plans to divert 70% of all solid waste from the landfills by the year 2013; and

WHEREAS, on August 30, 2006, the CITY issued a Request for Proposals (RFP) for the Marketing and Processing of Residential Single Stream Commingled Recyclable Materials from the East Valley, West Valley, North Central, Harbor, and South Los Angeles Wastesheds; and

WHEREAS, on November 27, 2006, competing proposals were received from City Fibers, Inc. and Bestway Recycling Company, Inc., for the North Central Wasteshed; and

WHEREAS, Bestway Recycling Company, Inc. was deemed the most qualified proposer through the RFP competitive process for Marketing and Processing Residential Single Stream Commingled Recyclable Materials for the North Central Wasteshed; and

WHEREAS, the CONTRACTOR operates and maintains a material recovery facility (FACILITY) within the North Central Wasteshed and has demonstrated qualifications to perform said services, hereinafter referred to as the PROJECT; and

WHEREAS, the CITY executed a three (3) year AGREEMENT (C-112958) with an option to renew for another three (3) year term with CONTRACTOR for processing and marketing recyclable materials collected from the North Central Wasteshed. This option will extend the contract to November 30, 2013; and

WHEREAS, the CITY has contracts with three (3) other material recovery facilities to process and handle the recycling commodities from the South Los Angeles, Western Los Angeles, Harbor, West Valley and East Valley Wastesheds; and

WHEREAS, the CITY seeks to amend this CONTRACT to include that, in the event of an emergency, the CITY may seek to contract with a qualified material recovery facility for marketing and processing residential single stream commingled recyclable materials from the said Wastesheds; and

WHEREAS, the CONTRACTOR has demonstrated the ability and desire to accept additional materials to include recycling material from other Wastesheds, hereinafter referred to as the EMERGENCY TASK; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required services in connection with the PROJECT as outlined herein;

NOW THEREFORE, In consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

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

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 2 – DEFINITIONS

ADD THE FOLLOWING DEFINITIONS TO READ AS FOLLOWS:

EMERGENCY

Any natural or manmade disasters and other sudden unforeseen crisis that prevents the operation of the Wasteshed

EMERGENCY TASK

In the event of an EMERGENCY, the CONTRACTOR will accept and process recycling materials from the South Los Angeles, Western Los Angeles, Harbor, West Valley, and/or East Valley Wastesheds.

ARTICLE 3 – SITE AND FACILITY DESCRIPTIONS

NO CHANGE IN THIS ARTICLE.

ARTICLE 4 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR

MODIFY SUB-ARTICLE 4.9 TO READ AS FOLLOWS:

4.9 Protocols in the event of DANGEROUS CONTAMINATION found in CITY MATERIAL

In the event that the CONTRACTOR identifies DANGEROUS CONTAMINATION, within CITY-delivered MATERIAL, of anomalous volume or degree of hazard that requires disruption of operation of the FACILITY, the CONTRACTOR must promptly notify the CITY PROJECT MANAGER of the presence of DANGEROUS CONTAMINATION in CITY MATERIAL prior to mixing with other loads and/or processing. The CONTRACTOR shall record and provide to the CITY PROJECT MANAGER the truck number, driver name, and photograph the load in question prior to mixing with other loads and/or processing as evidence of the presence of DANGEROUS CONTAMINATION. Unless potential health and safety concerns require immediate action, the load in question shall remain unprocessed until the CITY PROJECT MANAGER has inspected the load for DANGEROUS CONTAMINATION. In the event that the CITY PROJECT MANAGER, or designate, does not inspect the load in question within two (2) hours of the CONTRACTOR's notification; the CONTRACTOR may proceed to contain, properly handle, and dispose of the DANGEROUS CONTAMINATION in compliance with all APPLICABLE LAWS.

Provided that the CONTRACTOR is, under APPLICABLE LAW, considered a Conditionally Exempt Small Quantity Generator (CESQG), the CONTRACTOR may, at its own option, participate in the CITY'S CESQG Collection Program for disposing of DANGEROUS CONTAMINATION generated from CITY-delivered MATERIAL only. Under the CESQG program, the CITY shall assume title of generator, upon acceptance of the DANGEROUS CONTAMINATION by the CITY or its designated contractor. The CONTRACTOR must make an appointment with the CESQG program collection contractor at 1-800-98-TOXIC or (213) 485-2260. The CONTRACTOR shall be responsible for properly transporting all DANGEROUS CONTAMINATION, in accordance with all APPLICABLE LAWS, to the nearest Solvents/Automotive/Flammables/Electronics (S.A.F.E.) Center located on 2649 E. Washington Boulevard, Los Angeles, California 90021

Additional information regarding the CESQG program can be found on the following webpage:

http://lacitysan.org/solid_resources/special/business_hazardous_waste/index.htm

If the CONTRACTOR chooses not to dispose of DANGEROUS CONTAMINATION through the CITY programs described above, the CITY shall not be responsible for any costs incurred by the CONTRACTOR for the handling and disposal of the material.

The CITY PROJECT MANAGER shall work with the CONTRACTOR to address and resolve all major incidents of DANGEROUS CONTAMINATION, on a case-by-case basis. Once verified, by the CITY, to have originated from CITY-delivered MATERIAL, the CONTRACTOR shall be responsible for properly transporting the DANGEROUS

CONTAMINATION, in accordance with all APPLICABLE LAWS, to the nearest S.A.F.E. Center, or any alternate facility, with prior consent of the CITY.

Under no circumstances shall the CITY pay for handling and transportation of DANGEROUS CONTAMINATION.

ADD SUB-ARTICLE 4.10 TO READ AS FOLLOWS:

4.10 Emergency Task

In the event of an EMERGENCY, the CONTRACTOR shall receive, process, and market residential single stream commingled recyclable materials from the South Los Angeles, Western Los Angeles, Harbor, West Valley, and/or East Valley Wastesheds. The CITY shall make no guarantee as for minimum tonnage for recyclable materials delivered from these WASTESHEDS.

ADD SUB-ARTICLE 4.11 TO READ AS FOLLOWS:

4.11 City Facilities Generated Recyclable Materials

The CITY collects recyclable materials from CITY facilities and its recycling stream is primarily commingled, but may also be source separated. The recyclables from CITY facilities will be delivered to the MRF and these recyclables could be delivered in recycling bins of various sizes or in bales, at the discretion of the CITY. The CONTRACTOR shall receive and process recyclable materials generated from CITY facilities.

ARTICLE 5 – RESPONSIBILITIES AND TASKS OF THE CITY

MODIFY SUB-ARTICLE 5.1 TO READ AS FOLLOWS:

5.1 Delivery Commitment of Tonnages by the CITY

The CITY shall collect MATERIALS from the CITY'S curbside recycling program within the boundaries of the North Central Collection District, and deliver these MATERIALS to the FACILITY during the operating hours described in Sub-article 4.1. However, the CITY makes no guarantee as for minimum tonnage of MATERIALS to be delivered to the CONTRACTOR, and the CITY makes no assurances regarding the consistency of the tonnage levels delivered, the composition of the marketable RECYCLABLES, or the geographic boundaries of the collection district.

In the event of an EMERGENCY, the CITY PROJECT MANAGER or his designee shall immediately notify the CONTRACTOR to accept and process all MATERIALS delivered by the CITY from other WASTESHEDS.

ARTICLE 6 – KEY CONTRACTOR PERSONNEL

NO CHANGE IN THIS ARTICLE.

ARTICLE 7 – KEY CITY PERSONNEL

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

The CITY designates Michael W. Lee, Environmental Engineering Associate II, as the CITY PROJECT MANAGER, to represent the CITY in all matters within the scope of this AGREEMENT related to the conduct and approval of the work to be performed. The CITY designates John A. Moore, Senior Environmental Engineer, as the CITY PROGRAM MANAGER. The CITY also designates Jorge Santiesteban, Division Manager, as the CITY DIVISION MANAGER. Whenever the term “approval of CITY”,

“consult with CITY”, “confer with CITY”, or similar terms are used, they shall refer to the CITY PROJECT MANAGER. In the case of unavailability of the CITY PROJECT MANAGER, either the CITY PROGRAM MANAGER or the CITY DIVISION MANAGER shall represent the CITY in-lieu of the CITY PROJECT MANAGER. Another CITY staff member closely involved in the management of this AGREEMENT is Jonathan B. Zari, Environmental Engineer.

ARTICLE 8 – SUSPENSION AND TERMINATION

ADD SUB-ARTICLE 8.1(xiv) TO READ AS FOLLOWS:

- (xiv) Engaging in dishonest conduct related to the performance or administration of this CONTRACT or violating the CITY’s lobbying policies;

ARTICLE 9 – TERM OF AGREEMENT

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

The term of this AGREEMENT shall be extended an additional three (3) years by exercising the renewal option of CONTRACT C-112958. The three (3) year extension of the AGREEMENT shall be effective December 1, 2010 through November 30, 2013, unless terminated under the terms of Article 8 hereof.

ARTICLE 10 – COMPENSATION, INVOICING, AND PAYMENT

MODIFY SUB-ARTICLE 10.2.1 TO READ AS FOLLOWS:

10.2.1 CITY-developed Excel© Spreadsheet for Payment

The CONTRACTOR shall use a CITY-developed Excel[®] spreadsheet to calculate payment due to the CITY. The spreadsheet will calculate payment for ACCEPTED MATERIAL based on tonnages reported in the CONTRACTOR'S Monthly Commodity Reports. Examples are provided in Attachment B, Tables 1 and 2. The value of each fiber paper commodity (all grades) namely: newspaper (PS 8), mixed paper (PS 1), and corrugated cardboard (PS 11) shall be based on published prices from *Waste & Recycling News*, Secondary Fibers Pricing, Southwest Zone for each month. The value for residential mixed paper shall be based on published prices from *Waste & Recycling News*, Secondary Commodity Pricing, Southwest Zone for each month. The pricing for Mixed Paper shall be calculated as provided in Attachment A. The monthly regional average pricing shall be used for each of the fiber paper grades, with the exception of residential mixed paper for which the national average pricing shall be used. The published monthly regional average price for each fiber paper commodity shall be multiplied by that fiber paper commodity's percentage within the fiber papers stream as indicated by the tonnages reported in the CONTRACTOR'S Monthly Commodity Report, and verified by the WASTE CHARACTERIZATION results. The total monthly tonnage recovered from CITY-delivered MATERIAL eligible for QIP and CRV payments shall be reported in the DR-6 forms and DOR-56 forms respectively. All corresponding tonnages shall reflect values stated in the corresponding Monthly Commodity Report. Rates for CRV and QIP shall be determined by the DOC, and the revenue shared with the CITY shall be as specified in Attachment A. All future changes made to these rates by the DOC shall be applicable in the calculation of shared revenue. All updates by the CITY to the CITY-developed Excel[®] spreadsheet to calculate payment due to the CITY shall be applicable, upon mutual agreement between the CITY and the CONTRACTOR.

ADD SUB-ARTICLE 10.2.2 TO READ AS FOLLOWS:

10.2.2 Payment for Emergency Task

The compensation for the materials delivered during the EMERGENCY period shall be determined under mutual agreement. The CONTRACTOR shall handle and submit reports and invoices under an EMERGENCY separately from the regular reports and invoices.

ADD SUB-ARTICLE 10.2.3 TO READ AS FOLLOWS:

10.2.3 Payment for CITY Facilities Generated Recyclable Materials

The CONTRACTOR shall pay the CITY at a mutually agreed price per gross ton for the recyclable materials generated from CITY facilities.

MODIFY SUB-ARTICLE 10.4.4 TO READ AS FOLLOWS:

10.4.4 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 11 – SUBCONTRACT APPROVAL

NO CHANGE IN THIS ARTICLE.

ARTICLE 12 – CHANGES OR MODIFICATIONS

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 13 – INDEMNIFICATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 14 – INDEPENDENT CONTRACTORS

NO CHANGE IN THIS ARTICLE.

ARTICLE 15 – INSURANCE AND PERFORMANCE BOND

MODIFY SUB-ARTICLE 15.1 TO READ AS FOLLOWS:

During the term of this AGREEMENT 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 AGREEMENT 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 Attachment D 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 Attachment D, and which can also be found at the BOARD'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 City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on Attachment D hereto. Attachment D is hereby incorporated by reference and made a part of this AGREEMENT.

ARTICLE 16 – WARRANTY AND RESPONSIBILITIES

NO CHANGE IN THIS ARTICLE.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

NO CHANGE IN THIS ARTICLE.

ARTICLE 18 – CONTACT PERSON AND ADDRESSES NOTIFICATION

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

All notices shall be in writing and made 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 addressed as follows:

To the CITY:

Contact Person: Michael W. Lee, CITY PROJECT MANAGER
Address: 1149 S. Broadway, 8th Floor (MS#521)
Los Angeles, CA 90015
Tel. # (213) 485-3094
Fax # (213) 485-2961
Email: Michael.W.Lee@lacity.org

Contact Person: John A. Moore, CITY PROGRAM MANAGER
Address: 1149 S. Broadway, 8th Floor (MS#521)
Los Angeles, CA 90015
Tel. # (213) 485-3632
Fax # (213) 485-2961
Email: John.Moore@lacity.org

Contact Person: Jorge Santiesteban, CITY DIVISION MANAGER
Address: 1149 S. Broadway, 8th Floor (MS#521)
Los Angeles, CA 90015
Tel. # (213) 485-3825
Fax # (213) 485-2961
Email: Jorge.Santiesteban@lacity.org

To CONTRACTOR:

Contact Person: David Kim, CONTRACT PROJECT MANAGER
Address: Bestway Recycling Company, Inc.
2268 E. Firestone Blvd.
Los Angeles, CA 90002

Tel. # (323) 588-8157
Fax # (323) 588-8436
Email: dong@bestwayrecycling.com

ARTICLE 19 – FORCE MAJEURE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 20 – SEVERABILITY

NO CHANGE IN THIS ARTICLE.

ARTICLE 21 – DISPUTES

NO CHANGE IN THIS ARTICLE.

ARTICLE 22 – ENTIRE CONTRACT

NO CHANGE IN THIS ARTICLE.

ARTICLE 23 – GOVERNING LAW

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this CONTRACT.

In any action arising out of this CONTRACT, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

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

ARTICLE 24 – CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED
NO CHANGE IN THIS ARTICLE.

ARTICLE 25 – AFFIRMATIVE ACTION AND NONDISCRIMINATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 26 – AMERICANS WITH DISABILITIES ACT

NO CHANGE IN THIS ARTICLE.

ARTICLE 27 – CONTRACTOR EVALUATION PROGRAM

NO CHANGE IN THIS ARTICLE.

ARTICLE 28 – CHILD SUPPORT ASSIGNMENT ORDERS

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 29 – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCES

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

- 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 30 – EQUAL BENEFITS ORDINANCE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 31 – CONTRACTOR RESPONSIBILITY ORDINANCE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 (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, 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 (30) 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 (30) 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 (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 32 – SLAVERY DISCLOSURE ORDINANCE

NO CHANGE IN THIS ARTICLE.

ARTICLE 33 – BREACH

NO CHANGE IN THIS ARTICLE.

ARTICLE 34 – MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

NO CHANGE IN THIS ARTICLE.

ARTICLE 35 – WAIVER

NO CHANGE IN THIS ARTICLE.

ARTICLE 36 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 37 – MUNICIPAL LOBBYING ORDINANCE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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.

(INSERT) ARTICLE 38 – 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.

(INSERT) ARTICLE 39 – 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 estimates 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.

4. 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.

IN WITNESS WHEREOF, The parties hereto subscribe the same in quintuplicate, and this CONTRACT is executed by the CITY, acting by and through its BOARD, and by Bestway Recycling Company, Inc.

FOR THE CITY OF LOS ANGELES

FOR BESTWAY RECYCLING
COMPANY, INC.

APPROVED AND AGREED TO:

APPROVED AND AGREED TO:

By: [Signature]

By: [Signature]
DAVID T. CHO

Title: Commissioner, Board of Public Works

Title: CFO

Date: 6/15/11

Date: 5/4/10

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

ATTEST:

CARMEN A. TRUTANICH, City Attorney

JUNE LAGMAY, City Clerk

BY: [Signature]
Keith W. Pritsker

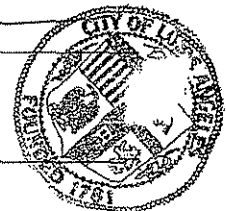
BY: [Signature]
Deputy Clerk

Title: Deputy City Attorney

Title: City Deputy Clerk

Date: 4-7-10

Date: 6-16-11



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**ATTACHMENT A - NORTH CENTRAL WASTESHD PROFIT SHARING REVENUE
CALCULATION EXAMPLES**

CALCULATION OF THE MONTHLY REVENUE TO THE CITY PER GROSS TON

The Unit Value (\$/GROSS TON) of MATERIAL delivered by the CITY (VM), as used in the following EQUATION, shall be defined as:

$$\text{VM} = \text{MFP} + \text{FPCP} + \text{QIPP} + \text{CRVP}$$

Where:

VM = Unit Value of MATERIAL CITY-delivered (revenue per GROSS TON) payable to the CITY

MFP = MINIMUM FLOOR PRICE

FPCP = Fiber Papers Commodities Profit

QIPP = Quality Incentive Payment Profit

CRVP = California Refund Value Increase Profit

The units for each variable are measured in \$/GROSS TON and the waste characterization are in percent.

Or in detail:

Minimum Floor Price (MFP)

$$\text{MFP} = \$25.25/\text{GROSS TON}$$

Fiber Papers Commodities Profit (FPCP)

$$\text{FPCP} = 0.55 \times (\text{FPV} - \text{PUC})$$

If (FPV – PUC) is less than zero, FPCP equals zero

FPV = Fiber Papers Value. (Unit: \$ Scrap Value/GROSS TON).

The scrap value of each fiber paper commodity (all grades) namely:

Newspaper	(PS 8)
Soft Mixed Paper	(PS 1)
Residential Mixed Paper	(Residential Mixed Paper)
Corrugated Cardboard	(PS 11)

The sum of all weighted commodity scrap values shall be determined from published market prices in *Waste & Recycling News*, Secondary Fibers Pricing (SFP), Southwest Zone for each month. The average monthly Regional Average Pricing shall be used to compute the scrap value for each of the fiber paper grades stated above. The CONTRACTOR shall pay the membership fees to access the fiber paper pricing at:

www.wasterecyclingnews.com/secondaryfiber/prices.html.

Mixed Paper's SFP shall be determined by using the average of the combined prices for Soft Mixed Paper (PS1) and Residential Mixed Paper as described below. The price for Residential Mixed Paper shall not be less than zero dollars per TON (\$0.00/TON).

$$SFP_{MP} = (SFP_{PS1} + SCP_{RM})/2$$

Where:

SFP_{MP} = Secondary Fiber Pricing for Mixed Paper.(Unit: \$/TON)

SFP_{PS1} = Secondary Fiber Pricing for Soft Mixed Paper (PS1). (Unit: \$/TON)

SCP_{RM} = Secondary Commodity Pricing for Residential Mixed Paper. (Unit: \$/TON)

The SFP, for each commodity is **multiplied** by the corresponding percentage (Unit:%)** of the corresponding commodity from the recovered fiber paper materials measured by the quarterly WASTE CHARACTERIZATION to compute the weighted commodity scrap value. (NOTE: CONTAMINATION is not included in the stream.) For payment purposes only, the percentage of Mixed Paper shall not exceed 20% in composition from the recovered fiber paper materials. (When the percentage for Mixed Paper exceeds 20%, the remaining percentage greater than 20% shall use the secondary fiber price of PS-1 to determine the overall price for Mixed Paper. The sum of each fiber paper commodities percentage shall always total to 100%.)

Then, all the weighted commodity scrap values are **summed** to compute the Fiber Papers Value (FPV) described above.

FIBER PAPER VALUE COMPUTATION MATRIX

COMMODITY	MONTHLY SECONDARY FIBER PRICING (\$/TON)		COMMODITY as % of RECOVERED FIBER PAPERS (%)		WEIGHTED COMMODITY SCRAP VALUE (\$/TON)
Mixed Paper		X		=	
Newspaper (PS 8)		X		=	
Corrugated Cardboard (PS 11)		X		=	
FIBER PAPERS VALUE (FPV)					

PUC = Process Unit Cost, a dollar amount determined by the CONTRACTOR and indexed to the Consumer Price Index published by the Bureau of labor Statistics, which includes all costs related to processing, marketing, administration, etc., is subtracted from the Fiber Papers Value, as stated above to compute the revenue per GROSS TON payable to the CITY.

$$(PUC_{base} = \$97.90/\text{GROSS TON})$$

The PUC shall remain constant for the first year as of the CONTRACT DATE. The PUC shall be subject to a CPI adjustment, not to exceed 4% per annum, effective as of the payment for the third month after the anniversary of the CONTRACT DATE. The adjusted PUC shall be calculated as below:

$$PUC_{new} = PUC_{old} \times (CPI_{new}/CPI_{old})$$

Where:

PUC_{new} = The adjusted PUC for the next CONTRACT YEAR effective sixty (60) days after the anniversary of the CONTRACT DATE.

PUC_{old} = The PUC of the previous CONTRACT YEAR. The first adjustment of the PUC shall begin on the third month second CONTRACT YEAR at which time, PUC_{old} shall be equal to PUC_{base} .

CPI_{new} = The average of the monthly published CPI values for the prior CONTRACT YEAR.

CPI_{old} = CPI_{new} for the previous CONTRACT YEAR.

Quality Incentive Payment Profit (QIPP)

Revenue Share Percentage to the CITY for QIP: (Unit: 27%)

$$\text{QIPP} = (0.27 \times \Sigma \text{QIP}_w)$$

Where:

ΣQIP_w = The Weighted Sum of Quality Incentive Payments based on payments issued by the California State Department of Conservation Recycling Division (DOC), per AB 3056, for eligible CITY-delivered MATERIALS, including but not limited to: color-sorted glass (flint, amber, and green), plastic (PET, HDPE), and aluminum containers. (Unit: \$/GROSS TON) QIP will be shared between the CITY and CONTRACTOR at a ratio of 27% to the CITY and 73% to the CONTRACTOR.

Effective January, 2010 the following rates shall be applied to all eligible commodities within CITY-delivered MATERIALS:

COMMODITY	QIP Payment*
Color-sorted glass (flint, amber, green) and mixed glass	\$60/GLASS TON*
Plastic (PET & natural and colored HDPE plastic containers	\$180/PLASTIC TON*
Aluminum containers	\$125/ALUMINUM TON*

The corresponding QIP payments for each commodity listed above shall be **multiplied** by its corresponding percentage** (Unit: %) determined by the actual DR6 and/or DOR-56 forms submitted to the DOC, and verified by the quarterly WASTE CHARACTERIZATION study. The QIP payment for each designated commodity is then **summed** to compute the Weighted Sum of Quality Incentive Payments (ΣQIP_w).

QIP_w COMPUTATION MATRIX

COMMODITY	QIP Payment*		COMMODITY as % of DELIVERED MATERIAL		WEIGHTED QIP PAYMENT (QIP _w)
Color-sorted glass (flint, amber, green) and mixed glass	\$60/GLASS TON*	X		=	
Plastic (PET & natural and colored HDPE)	\$180/ PLASTIC TON*	X		=	
Aluminum containers	\$125/ ALUMINUM TON*	X		=	
SUM OF WEIGHTED QIP PAYMENTS (ΣQIP _w)					

California Redemption Value Increase Profit (CRVP)

$$\text{CRVP} = [0.52 \times \Sigma \text{CRV}_{w_{\text{inc}}}] \times 2000$$

Where:

$\Sigma \text{CRV}_{\text{inc}}$ = Sum of the difference in CRV payment rates, effective as of 01/01/10 and on 12/31/06 respectively, made by the DOC for eligible CITY-delivered MATERIAL. (Unit: \$/lb). This includes but is not limited to: glass, plastic (PET, HDPE), and aluminum containers.

COMMODITY	CRV Payment Rate as of 01/01/10*	CRV Payment Rate on 12/31/06	Incremental CRV Payment (CRV _{inc})
Color sorted glass (flint, amber, green) and mixed glass	\$0.048/lb.*	\$0.04/lb.	\$0.008/lb
Plastic (PET)	\$0.63/lb.*	\$0.52/lb.	\$0.11/lb
Plastic (HDPE)	\$0.07/lb.*	\$0.07/lb.	\$0.00/lb
Aluminum containers	\$1.44/lb.*	\$1.20/lb.	\$0.24/lb

The Incremental CRV Payment for each commodity, listed above, shall be **multiplied** by the percentage** (Unit: %), of the corresponding commodity as determined by the actual DR6 and/or DOR-56 forms submitted to the DOC, and verified by the quarterly WASTE CHARACTERIZATION study.

Then, all the Weighted Incremental CRV Payments, for each commodity, are **summed** to compute the Sum of Weighted Incremental CRV Values (ΣCRV_{winc}).

CRV_{winc} COMPUTATION MATRIX

COMMODITY	INCREMENTAL CRV PAYMENT (CRV _{inc})		COMMODITY as % of DELIVERED MATERIAL		WEIGHTED CRV PAYMENTS (CRV _{winc})
Color sorted glass (flint, amber, green) and mixed glass	\$0.008/lb	X		=	
Plastic (PET)	\$0.11/lb	X		=	
Plastic (HDPE)	\$0.00/lb	X		=	
Aluminum containers.	\$0.24/lb	X		=	
SUM OF WEIGHTED INCREMENTAL CRV VALUES (ΣCRV_{winc})					

In the case that ΣCRV_{winc} is less than zero, CRVP will be set to zero and payments for CRV shall not be included in the payment EQUATION.

Endnotes:

* All CRV and QIP rates are determined by the DOC. Any changes made to these rates and/or related commodities by the DOC shall be applicable immediately.

** All percentages of commodities, within the stream of CITY-delivered MATERIAL, are determined by monthly Commodity Reports, proper DR-6 and DOR-56 Forms provided by the CONTRACTOR and verified by quarterly WASTE CHARACTERIZATION studies.

Condition 1: $FPV > PUC$

Given:

$$MFP = \$25.25/\text{GROSS TON}$$

$$FPV = \$124.81/\text{GROSS TON (based on assumed values; see Attachment B, Table 1)}$$

$$PUC = \$97.90/\text{GROSS TON}$$

$$\Sigma QIP_w = \$0.96/\text{GROSS TON (based on assumed values; see Attachment B, Table 1)}$$

$$\Sigma CRV_{w_{inc}} = \$1.28/\text{GROSS TON (based on assumed values; see Attachment B, Table 1)}$$

Solution:

$$VM = MFP + FPCP + QIPP + CRVP$$

$$\blacksquare FPCP = [0.55 \times (FPV - PUC)]$$

$$\blacksquare QIPP = [0.27 \times \Sigma QIP_w]$$

$$\blacksquare CRVP = [0.52 \times (\Sigma CRV_{w_{inc}})]$$

$$VM = \$25.25 + [0.55 \times (\$124.81 - \$97.90)] + [0.27 \times \$0.96] + [0.52 \times \$1.28]$$

$$VM = \$25.25 + \$14.80 + \$0.26 + \$0.67$$

$$VM = \$40.98/\text{GROSS TON of delivered CITY MATERIAL}$$

(Unit Revenue payable to the CITY.)

Condition 2: $FPV \leq PUC$

Given:

$$MFP = \$25.25/\text{GROSS TON}$$

$$FPV = \$90.00/\text{GROSS TON (based on assumed values; see Attachment B, Table 2)}$$

$$PUC = \$97.90/\text{GROSS TON}$$

$$\Sigma QIP_w = \$0.96/\text{GROSS TON (based on assumed values; see Attachment B, Table 2)}$$

$$\Sigma CRV_{w_{inc}} = \$1.28/\text{GROSS TON (based on assumed values; see Attachment B, Table 2)}$$

Solution:

$$VM = MFP + FPCP + QIPP + CRVP$$

$$\blacksquare FPCP = [0.55 \times (FPV - PUC)] = 0$$

$$\blacksquare QIPP = [0.27 \times \Sigma QIP_w]$$

$$\blacksquare CRVP = [0.52 \times (\Sigma CRV_{w_{inc}})]$$

$$VM = \$25.25 + [0.55 \times (\$0.00)] + [0.27 \times \$0.96] + [0.52 \times \$1.28]$$

$$VM = \$25.25 + \$0.00 + \$0.26 + \$0.67$$

$$VM = \$26.18/\text{GROSS TON of delivered CITY MATERIAL}$$

(Unit Revenue payable to the CITY.)

**ATTACHMENT B – PAYMENT SPREADSHEET AND THE COMMODITY REPORT
EXAMPLES**

Table 1 - Example Under Condition 1

Table 2 - Example Under Condition 2

Table 3 - Monthly Commodity Report

Table 1 - Example Under Condition 1: $FPV > PUC$

Assumptions

FPV

QIPP

CRV

Calculation

1944/45 1945/46 1946/47 1947/48 1948/49 1949/50 1950/51 1951/52 1952/53 1953/54 1954/55 1955/56 1956/57 1957/58 1958/59 1959/60 1960/61 1961/62 1962/63 1963/64 1964/65 1965/66 1966/67 1967/68 1968/69 1969/70 1970/71 1971/72 1972/73 1973/74 1974/75 1975/76 1976/77 1977/78 1978/79 1979/80 1980/81 1981/82 1982/83 1983/84 1984/85 1985/86 1986/87 1987/88 1988/89 1989/90 1990/91 1991/92 1992/93 1993/94 1994/95 1995/96 1996/97 1997/98 1998/99 1999/00 2000/01 2001/02 2002/03 2003/04 2004/05 2005/06 2006/07 2007/08 2008/09 2009/10 2010/11 2011/12 2012/13 2013/14 2014/15 2015/16 2016/17 2017/18 2018/19 2019/20 2020/21 2021/22 2022/23 2023/24 2024/25 2025/26 2026/27 2027/28 2028/29 2029/30 2030/31 2031/32 2032/33 2033/34 2034/35 2035/36 2036/37 2037/38 2038/39 2039/40 2040/41 2041/42 2042/43 2043/44 2044/45 2045/46 2046/47 2047/48 2048/49 2049/50 2050/51 2051/52 2052/53 2053/54 2054/55 2055/56 2056/57 2057/58 2058/59 2059/60 2060/61 2061/62 2062/63 2063/64 2064/65 2065/66 2066/67 2067/68 2068/69 2069/70 2070/71 2071/72 2072/73 2073/74 2074/75 2075/76 2076/77 2077/78 2078/79 2079/80 2080/81 2081/82 2082/83 2083/84 2084/85 2085/86 2086/87 2087/88 2088/89 2089/90 2090/91 2091/92 2092/93 2093/94 2094/95 2095/96 2096/97 2097/98 2098/99 2099/00 2100/01 2101/02 2102/03 2103/04 2104/05 2105/06 2106/07 2107/08 2108/09 2109/10 2110/11 2111/12 2112/13 2113/14 2114/15 2115/16 2116/17 2117/18 2118/19 2119/20 2120/21 2121/22 2122/23 2123/24 2124/25 2125/26 2126/27 2127/28 2128/29 2129/30 2130/31 2131/32 2132/33 2133/34 2134/35 2135/36 2136/37 2137/38 2138/39 2139/40 2140/41 2141/42 2142/43 2143/44 2144/45 2145/46 2146/47 2147/48 2148/49 2149/50 2150/51 2151/52 2152/53 2153/54 2154/55 2155/56 2156/57 2157/58 2158/59 2159/60 2160/61 2161/62 2162/63 2163/64 2164/65 2165/66 2166/67 2167/68 2168/69 2169/70 2170/71 2171/72 2172/73 2173/74 2174/75 2175/76 2176/77 2177/78 2178/79 2179/80 2180/81 2181/82 2182/83 2183/84 2184/85 2185/86 2186/87 2187/88 2188/89 2189/90 2190/91 2191/92 2192/93 2193/94 2194/95 2195/96 2196/97 2197/98 2198/99 2199/00 2200/01 2201/02 2202/03 2203/04 2204/05 2205/06 2206/07 2207/08 2208/09 2209/10 2210/11 2211/12 2212/13 2213/14 2214/15 2215/16 2216/17 2217/18 2218/19 2219/20 2220/21 2221/22 2222/23 2223/24 2224/25 2225/26 2226/27 2227/28 2228/29 2229/30 2230/31 2231/32 2232/33 2233/34 2234/35 2235/36 2236/37 2237/38 2238/39 2239/40 2240/41 2241/42 2242/43 2243/44 2244/45 2245/46 2246/47 2247/48 2248/49 2249/50 2250/51 2251/52 2252/53 2253/54 2254/55 2255/56 2256/57 2257/58 2258/59 2259/60 2260/61 2261/62 2262/63 2263/64 2264/65 2265/66 2266/67 2267/68 2268/69 2269/70 2270/71 2271/72 2272/73 2273/74 2274/75 2275/76 2276/77 2277/78 2278/79 2279/80 2280/81 2281/82 2282/83 2283/84 2284/85 2285/86 2286/87 2287/88 2288/89 2289/90 2290/91 2291/92 2292/93 2293/94 2294/95 2295/96 2296/97 2297/98 2298/99 2299/00 2300/01 2301/02 2302/03 2303/04 2304/05 2305/06 2306/07 2307/08 2308/09 2309/10 2310/11 2311/12 2312/13 2313/14 2314/15 2315/16 2316/17 2317/18 2318/19 2319/20 2320/21 2321/22 2322/23 2323/24 2324/25 2325/26 2326/27 2327/28 2328/29 2329/30 2330/31 2331/32 2332/33 2333/34 2334/35 2335/36 2336/37 2337/38 2338/39 2339/40 2340/41 2341/42 2342/43 2343/44 2344/45 2345/46 2346/47 2347/48 2348/49 2349/50 2350/51 2351/52 2352/53 2353/54 2354/55 2355/56 2356/57 2357/58 2358/59 2359/60 2360/61 2361/62 2362/63 2363/64 2364/65 2365/66 2366/67 2367/68 2368/69 2369/70 2370/71 2371/72 2372/73 2373/74 2374/75 2375/76 2376/77 2377/78 2378/79 2379/80 2380/81 2381/82 2382/83 2383/84 2384/85 2385/86 2386/87 2387/88 2388/89 2389/90 2390/91 2391/92 2392/93 2393/94 2394/95 2395/96 2396/97 2397/98 2398/99 2399/00 2400/01 2401/02 2402/03 2403/04 2404/05 2405/06 2406/07 2407/08 2408/09 2409/10 2410/11 2411/12 2412/13 2413/14 2414/15 2415/16 2416/17 2417/18 2418/19 2419/20 2420/21 2421/22 2422/23 2423/24 2424/25 2425/26 2426/27 2427/28 2428/29 2429/30 2430/31 2431/32 2432/33 2433/34 2434/35 2435/36 2436/37 2437/38 2438/39 2439/40 2440/41 2441/42 2442/43 2443/44 2444/45 2445/46 2446/47 2447/48 2448/49 2449/50 2450/51 2451/52 2452/53 2453/54 2454/55 2455/5

Note 1: Published Fibers Prices from Waste News, Secondary Fibers Pricing

Note 2: Assumed Values (To be determined by Monthly Commodity Reports and verified by Waste Characterization Studies)
 Note 3: Assumed Values (To be determined by Department of Conservation)

Table 2- Example Under Condition 2: $FPV \leq PUC$

Assumptions

Note 1: Published Fibers Prices from Waste News, Secondary Fibers Pricing
 Note 2: Assumed Values (To be determined by Monthly Commodity Reports and verified by Waste Characterization Studies)
 Note 3: Assumed Values (To be determined by Department of Conservation)

Table 3

Example Monthly Commodity Report for North Central				
Month of January 2010				
	Commodity	LBS	TONS	WC PCT (%)
Fibers	Corrugated Cardboard	1,119,028	559.5	20.71%
	Newspaper	422,540	211.3	7.82%
	Mixed Paper	1,594,521	797.3	29.51%
Glass	Flint Glass	8,645	4.3	0.16%
	Green Glass	10,266	5.1	0.19%
	Amber Glass	1,621	0.8	0.03%
	3-Mixed Glass	110,768	55.4	2.05%
Metal	Steel and Tin	49,711	24.9	0.92%
	Bi-Metal	0	0.0	0.00%
	Aluminum Cans	1,621	0.8	0.03%
	Aluminum Foil	0	0.0	0.00%
	Scrap Metal	42,146	21.1	0.78%
Plastic	PETE Container	18,371	9.2	0.34%
	Natural HDPE Container	13,508	6.8	0.25%
	Color HDPE Container	54,574	27.3	1.01%
	Mixed Plastic #3-# 7	0	0.0	0.00%
	EPS #6	7,565	3.8	0.14%
	Mixed Film Plastic	74,026	37.0	1.37%
	Mixed Injection Plastic	63,219	31.6	1.17%
Contamination/Residue		1,811,194	905.6	33.52%
Net Recyclables		3,592,129	1,796.1	66.48%
Total		5,403,323	2,701.7	100.00%

ATTACHMENT C – RECYCLABLE MATERIALS

Table 1 – Commitment to Process Recyclable Materials

Commodity	Agree	Decline
1. METAL – Aluminum	X	
2. METAL – Foil	X	
3. METAL - Steel	X	
4. METAL - Tin	X	
5. METAL - Bimetal	X	
6. METAL - Ferrous Scrap Metal	X	
7. METAL - Non-Ferrous	X	
8. METAL – Metal Hangers	X	
9. PLASTIC - PET (P# 1)	X	
10. PLASTIC - HDPE Natural (P# 2)	X	
11. PLASTIC - HDPE Color (P# 2)	X	
12. PLASTIC - Vinyl - PVC (P# 3)	X	
13. PLASTIC - LDPE (P# 4)	X	
14. PLASTIC - Polypropylene (PP# 5)	X	
15. PLASTIC - Polystyrene (PS# 6)	X	
16. PLASTIC - all other plastic (#7)	X	
17. PLASTIC - Film Plastics	X	
18. Glass Flint/ Containers	X	
19. Glass Amber/ Containers	X	
20. Glass Green/ Containers	X	
21. Mixed Glass (CRV/residue)	X	
22. PAPER - New Paper (#8 ONP)	X	
23. PAPER - Mixed Paper (#1)	X	
24. Other Papers	X	
25. PAPER - Corrugated (#11 OCC, cardboard) & Kraft Bags	X	
26. ORGANIC - textile/carpet		X
27. Concrete/Rock/Soil/Fines/ Drywall/etc.		X
28. Wood/Lumber		X

ATTACHMENT D – INSURANCE REQUIREMENTS

Required Insurance and Minimum Limits

Name: Bestway Recycling CompanyDate: 02/18/2011

Agreement/Reference: Marketing & processing of residential single stream commingled recyclable materials from the North Central Wasteshed
 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** No less than \$2 million aggregate

\$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 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

☐ Replace cost of prop. damage

Pollution Liability

☐

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: All limits stated are on a per occurrence basis.

Provided to Emilio Rodriguez

Insurance RequirementsName: East & West Valley, North Central, Harbor and South L.A.Date: 7/3/06Agreement/Reference: Marketing & Processing Residential Single Stream Commingled Recyclable Materials

Evidence of coverages checked below which have as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSL"). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

		Limits
<input checked="" type="checkbox"/>	Workers' Compensation (Statutory Limit)/Employer's Liability	1,000,000
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	

<input checked="" type="checkbox"/>	General Liability	1,000,000
<input checked="" type="checkbox"/>	Premises and Operations	
<input checked="" type="checkbox"/>	Contractual Liability	
<input checked="" type="checkbox"/>	Independent Contractors	
<input type="checkbox"/>	Collapse and Underground	
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Fire Legal Liability	

<input checked="" type="checkbox"/>	Automobile Liability (if vehicle is used for this contract, other than commuting to/from work)	1,000,000
<input checked="" type="checkbox"/>	Hired Automobiles	
<input checked="" type="checkbox"/>	Non-owned Automobiles	
<input checked="" type="checkbox"/>	Owned Automobiles	

	Directors and Officers Liability	
	Discovery Period	

	Property Insurance to cover value of building (as determined by City or insurance company)	
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Extended Coverage	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Debris Removal	

	Pollution Liability	
<input type="checkbox"/>		

	Fidelity Bond	Surety Bond
	Crime Insurance	

Other Provided to Rachel Breslin-Valdez

Nicoleta Serbanescu - NORTH CENTRAL MRF Amendment

From: Nicoleta Serbanescu
To: Kelley, Curtis
Date: 2/22/2010 1:58 PM
Subject: NORTH CENTRAL MRF Amendment

Good afternoon Curtis,

My department is working on amending the existing contract for the Marketing and Processing of Residential Single Stream Commingled Recyclable Materials from North Central watershed (NORTH CENTRAL MRF). The amendment is to exercise the option to extend the contract for an additional three years. There will be no changes in the scope of work and cost ceiling (this is a revenue generating contract). The only addition to the scope of work is the following task:

ADD SUB-ARTICLE 4.10 TO READ AS FOLLOWS:

4.10 Emergency Task

In the event of an EMERGENCY, the CONTRACTOR shall receive, process, and market residential single stream commingled recyclable materials from the South Los Angeles, West Valley, Western Los Angeles, Harbor, and/or East Valley watersheds. The compensation for the materials delivered during the EMERGENCY period shall be determined under mutual agreement. The CONTRACTOR shall handle and submit reports and invoices under EMERGENCY separately from the regular reports and invoices.

Therefore, the scope of work remains the same, but this part is added should any one of the other contractors for the other watersheds be unable to provide services in the watersheds that they are contracted to cover.

Please let me know if insurance requirements need to be changed.
If additional information is needed, please let me know.

Thank you,
Nicoleta

Nicoleta Serbanescu
Management Assistant / SPOC
Bureau of Sanitation, SRSSD
(213) 485-3592 phone
(213) 485-2961 fax
1149 S Broadway St, 8th Fl.
Mail Stop 521



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2011

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).

PRODUCER Tutton Insurance Services, Inc. 2913 S PULLMAN ST. SANTA ANA CA 92705		CONTACT NAME: VIVIANNE MARIA PULIDO PHONE: 9492615335 FAX: [A/C, No]: E-MAIL: Vivianne@tutton.com ADDRESS: Vivianne@tutton.com													
INSURED Bestway Recycling Co., Inc. 2260 East Firestone Blvd. Los Angeles CA 90002		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: New Hampshire Insurance Company</td><td>NAIC # 23841</td></tr><tr><td>INSURER B: Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER C: Insurance Company of the West</td><td>27847</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 A: New Hampshire Insurance Company	NAIC # 23841	INSURER B: Great American Insurance Company	16691	INSURER C: Insurance Company of the West	27847	INSURER D:		INSURER E:		INSURER F:	
INSURER A: New Hampshire Insurance Company	NAIC # 23841														
INSURER B: Great American Insurance Company	16691														
INSURER C: Insurance Company of the West	27847														
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	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY	Y N				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		01LX0044143413	02/15/2011	02/15/2012	MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
B	UMBRELLA LIAB	Y N				EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB	CLAIMS-MADE	SBU019932400	02/15/2011	02/15/2012	AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y N				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A Y	WSD500335301	01/05/2011	01/05/2012	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Motor Truck Cargo	N	01LX0044143413	02/15/2011	02/15/2012	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Deductible: \$1,000					Single Occurrence \$100,000 Per Disaster \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Amendment 1 To Contract C-112958

Certificate Holder is named as additional insured per attached 61712 08/07 where required by contract. WC Waiver applies per WC990637 05/02.

CERTIFICATE HOLDER

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

CANCELLATION

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
VIVIANNE MARIA PULIDO

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Addendum

Named Additional Insured and Additional Information



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2011

PRODUCER SHANNON SHEA WALKER - Elena Zumel (562) 733-6511 Commercial Carriers Insurance 12641 E 166TH STREET CERRITOS, CA 90703		THIS CERTIFICATE 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.	
INSURED Bestway Recycling Co. Inc & Dong Soo Kim Los Angeles Recycling Center (Chris (323) 588-8157) 2268 E. Firestone Los Angeles CA 90002 * See Addendum A for Additional Insured		INSURERS AFFORDING COVERAGE INSURER A: Williamsburg National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 25780

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/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA0427149-03	05/20/2011	05/20/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS: OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Trucking operations per vehicle schedule on file with insurance company.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

SHANNON SHEA WALKER

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) 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

This Certificate of Insurance 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.

Addendum A

Producer Information

SHANNON SHEA WALKER - Elena Zumel (562) 733-6511
Commercial Carriers Insurance
12641 E 166TH STREET
CERRITOS, CA 90703

Insured Information

Bestway Recycling Co. Inc & Dong Soo Kim Los Angeles
Recycling Center (Chris (323) 588-8157)
2268 E. Firestone
Los Angeles CA 90002
* See Addendum A for Additional Insured

Named Additional Insured and Additional Information

200 North Main Street,
City Hall East, Suite 1240
City of Los Angeles and all of its Agencies, Boards and Departments
Los Angeles, CA 90012

**ATTACHMENT E - AFFIRMATIVE ACTION, EQUAL EMPLOYMENT
OPPORTUNITY, NONDISCRIMINATION**

Awarding Dept: Bureau of Sanitation
 Dept. Contact: MICHAEL LEE 213-485-3094
 MS: _____ OCC#: _____

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A, Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B, The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:
1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.
- E. Equal Employment Opportunity Officer:
- Please be advised that LOURDES HUERTA HR MANAGER is hereby
 NAME OF DESIGNEE TITLE
- designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:
- 2263 E FIRESTONE BLVD, LA 90002 323 583 8157
 WORK ADDRESS TELEPHONE
- F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:
1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
 2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
 3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
 4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: ☐ City Plan; ☐ Company Plan.
 5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

BESTWAY RECYCLING CO., INC
 COMPANY NAME
2263 E. FIRESTONE BLVD.
 ADDRESS
L.A. CA 90002
 CITY, COUNTY, STATE, ZIP

DAVID Y CHO
 AUTHORIZED SIGNATURE
DAVID Y CHO, CFO
 NAME AND TITLE (TYPE OR PRINT)
323-583-8157 4/28/10
 TELEPHONE DATE

1) PRIME ☐ SUB ☐ ICA Form (608) OCC#
 Contractor BESTWAY RECYCLING CO., INC Project Title NORTH CENTRAL RECYCLING, BOS Length of Contract 3
 Contractor Address 2268 E. FIRESTONE BLVD. Work Force as of (Date) 4/28/2010 (If you have no employees, write "no employee at this time.")

FOR CONSTRUCTION PROJECTS (L.A. County Only)																	
	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER		
	J	A	J	A	J	A	J	A	J	A	J	A	J	A	T	M	F
CRAFT																	
Brick Layers																	
Carpenters																	
Electricians																	
Gunite Workers																	
Iron Worker																	
Laborers																	
Operator Engineers																	
Painters																	
Pipe Trades																	
Plasters / Cement																	
Masons																	
Sheet Metal Workers																	
Teamsters																	
Clerical																	
Supervisory																	
TOTAL																	

FOR NON-CONSTRUCTION PROJECTS																
	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
OCCUPATION																
Official &Managers			5		9						14			100	7	7
Professionals																
Technicians			16								16			100	16	0
Sales Workers					1						1			100	1	0
Office / Clerical			10								10			100	0	10
Semi-Skilled																
Laborers (Unskilled)			3								3			100	3	
Service Workers																
TOTAL			34		10						44			100	27	17

Employment statistics were obtained from:
☒ Available Records ☐ Visual Check ☐ Other (Specify) _____

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

Sec. 108.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the 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, domestic partner 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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, domestic partner 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, the 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, domestic partner status, or medical condition.
- D. The 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 the 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 has been given to the contractor.
- F. Upon a finding duly made that the 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 of Los Angeles. 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 said 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, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- 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, the 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. 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.

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the 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, domestic partner 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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, domestic partner 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, the contractor shall certify on an electronic or hard copy form to be supplied, that the 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, domestic partner status, or medical condition.
- D. The 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 the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program 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 of Los Angeles. 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 of Los Angeles 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 the contractor has been guilty of a 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 the contractor by the City of Los Angeles 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 of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- 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. The 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, the 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, the 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) A 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 the 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. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- 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.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN
LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure: The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
14. 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.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

DATE:

4/28/10

OFFICER'S SIGNATURES

David Y. Cho

BESTWAY RECYCLING CO., INC.

FIRM NAME

A-7

DAVID Y. CHO, CFO

OFFICER'S NAME AND TITLE (TYPE OR PRINT)

Contractor	AA Plan #	Appv Until	Contractor Street Address	Contractor City State Zip
Barbara Hong Li	15932	8/1/2011	4291 W. 190th Street	Torrance, CA 90504
Barber, Jeffrey T.	15911	7/1/2011	4730 Crystal Spring Dr.	Los Angeles CA 90027
Barrio Action Youth & Family Center	1854	7/1/2011	4927 Huntington Dr. N., Suite 200	Los Angeles, CA 90032
Barrio Planners Incorporated	1274	12/1/2010	5271 E. Beverly Boulevard	Los Angeles, CA 90022
Barry Kay Enterprises, Inc.	GSD-908	10/1/2010	6027 Etiwanda Ave.	Tarzana, CA 91356
Barry Kay Enterprises, Inc.	GSD-908	10/1/2010	6027 Etiwanda Ave.	Tarzana, CA 91356
Basic Chemical Solutions, LLC	GSD-805	7/1/2011	525 Seaport Blvd.	Redwood City, CA 94083
Basin Valve Co.	GSD-397	6/1/2011	1500 E. Burnett St.	Signal Hill, CA 90755
Basin Valve Co.	GSD-397	6/1/2011	1500 E. Burnett St.	Signal Hill, CA 90755
Bassett's Cricket Ranch, Inc.	GSD-1288	4/1/2011	365 S. Mariposa	Visalia CA 93292
Bassett's Cricket Ranch, Inc.	GSD-1288	4/1/2011	365 S. Mariposa	Visalia CA 93292
Bauer Compressors, Inc.	GSD-161	6/1/2011	1328 Azalea Garden Road	Norfolk, VA 23502
Bauer Compressors, Inc.	GSD-161	6/1/2011	1328 Azalea Garden Road	Norfolk, VA 23502
Bavco	GSD-1086	12/1/2010	20435 S. Susana Rd.	Long Beach, CA 90810
Bavco	GSD-1086	12/1/2010	20435 S. Susana Rd.	Long Beach, CA 90810
Bayou Aquatic Supplies	GSD-1027	11/1/2010	1908 S. Lake Pl.	Ontario, CA 91761
Bayou Aquatic Supplies	GSD-1027	11/1/2010	1908 S. Lake Pl.	Ontario, CA 91761
Bell Helicopter Textron Inc.	3197	2/28/2011	P.O. Box 482	Fort Worth, TX 76101
Beltrans Rents and Sales, Inc.	GSD-274	7/1/2011	16010 Strathern Street	Van Nuys, CA 91406
Bennett Landscape	13449	4/1/2011	25889 Belle Porte Avenue	Harbor City, CA 90710
Best Contracting Services, Inc.	GSD-1066	12/1/2010	19027 S. Hamilton Ave.	Gardena, CA 90248
Best Contracting Services, Inc.	GSD-1066	12/1/2010	19027 S. Hamilton Ave.	Gardena, CA 90248
Bestway Recycling Co., Inc.	9797	6/1/2011	2268 E. Firestone Blvd.	Los Angeles, CA 90002
Bet Tzedek Legal Services	1102	9/1/2010	145 S. Fairfax Ave., Ste 200	Los Angeles, CA 90036
Bet Tzedek Legal Services	1102	8/1/2011	145 S. Fairfax Ave., #200	Los Angeles, CA 90036
Betts Spring Company/Betts Truck Parts & Services	GSD-335	5/1/2011	2843 S. Maple Avenue	Fresno, CA 93725
Betts Spring Company/Betts Truck Parts & Services	GSD-335	5/1/2011	2843 S. Maple Avenue	Fresno, CA 93725
Bienestar Human Services, Inc.	7040	7/1/2011	5326 E. Beverly Blvd.	Los Angeles, CA 90022
BILL ROBERTSON & SONS INC	GSD-1188	1/1/2011	6525 SANTA MONICA BLVD	HOLLYWOOD, CA 90038
BILL ROBERTSON & SONS INC	GSD-1188	1/1/2011	6525 SANTA MONICA BLVD	HOLLYWOOD, CA 90038
Bishop Company	GSD-1056	11/1/2010	12519 E. Putnam St.	Whittier, CA 90602
Bishop Company	GSD-1056	11/1/2010	12519 E. Putnam St.	Whittier, CA 90602
BJ Enterprises	GSD-1060	11/1/2010	270 W. 84th Place	Inglewood, CA 90305
BJ Enterprises	GSD-1060	11/1/2010	270 W. 84th Place	Inglewood, CA 90305

CITY OF LOS ANGELES

Awarding Dept.: Sanitation
 Dept. Contact: Michael Lee 213-485-3094
 MS: _____ OCC#: _____

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:
1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that Loundes Huerta HR Manager is hereby
 NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

1000 N. MAIN ST. L.A. CA 90012 323 221-9188
 WORK ADDRESS TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: ☐ City Plan; ☐ Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

LOS ANGELES RECYCLING
 COMPANY NAME

1000 N. MAIN ST
 ADDRESS

LA. CA 90012
 CITY, COUNTY, STATE, ZIP

David Y. Cho
 AUTHORIZED SIGNATURE

DAVID Y. CHO, CFO
 NAME AND TITLE (TYPE OR PRINT)

323-588-8157 8/11/10
 TELEPHONE DATE

1) PHONE USUB BGA Form (008) OCC#
 Contractor LOS ANGELES RECYCLING CENTER Project Title NORTH-CENTRAL RECYCLING Length of Contract 3
 Contractor Address 1000 N. MAIN ST. Work Force as of (Date) 4/28/10 (If you have no employees, write "no employee at this time.")

FOR CONSTRUCTION PROJECTS (L.A. County Only)																								
Notes: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male																								
	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN / ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER		
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F	
CRAFT																								
Brick Layers																								
Carpenters																								
Electricians																								
Gunite Workers																								
Iron Worker																								
Laborers																								
Operator Engineers																								
Painters																								
Pipe Fitters																								
Plasters / Cement Masons																								
Sheet Metal Workers																								
Teamsters																								
Clerical																								
Supervisory																								
TOTAL																								

FOR NON-CONSTRUCTION PROJECTS																								
OCCUPATION	AFRICAN AMERICAN (BLACKS)			HISPANIC			ASIAN OR PACIFIC ISLANDER			AMERICAN INDIAN/ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER		
	Regular	Trainee		Regular	Trainee		Regular	Trainee		Regular	Trainee		Regular	Trainee		R	T		R	T		M	F	
Official & Managers																								
Professionals																								
Technicians																								
Sales Workers																								
Office / Clerical																								
Semi-Skilled																								
Laborers (Unskilled)																								
Service Workers																								
TOTAL																								

Employment statistics were obtained from:
☒ Available Records ☐ Visual Check ☐ Other (Specify) _____

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the 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, domestic partner 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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, domestic partner 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, the 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, domestic partner status, or medical condition.
- D. The 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 the 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 has been given to the contractor.
- F. Upon a finding duly made that the 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 of Los Angeles. 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 said 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, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- 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, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted 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. 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.

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the 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, domestic partner 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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, domestic partner 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, the contractor shall certify on an electronic or hard copy form to be supplied, that the 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, domestic partner status, or medical condition.
- D. The 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 the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program 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 of Los Angeles. 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 of Los Angeles 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 the contractor has been guilty of a 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 the contractor by the City of Los Angeles 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 of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- 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. The 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, the 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, the 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) A 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 the 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. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- 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.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

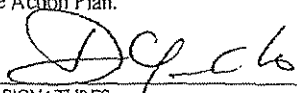
- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
14. 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.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

8/11/10
DATE

Los Angeles Recycling
FIRM NAME

A-7


OFFICER'S SIGNATURES

DAVID Y. CHO - CFO
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

ATTACHMENT F – BUSINESS TAX REGISTRATION CERTIFICATE



COUNTY OF LOS ANGELES
WEIGHTS AND MEASURES
DEVICE REGISTRATION CERTIFICATE

IDENTIFICATION NO	ANNUAL FEE	ISSUE DATE	EXPIRATION DATE
004900	\$ 180.00	01/15/98	12/31/98

CALENDAR YEAR
1998

THIS CERTIFICATE IS VALID ONLY WHEN FEES HAVE BEEN PAID.
IT IS NOT TRANSFERABLE.
VOID UPON CHANGE OF OWNERSHIP OR LOCATION.

COUNTY OF LOS ANGELES
BY
E. LEON SPAUGY
COMMISSIONER/DIRECTOR

BESTWAY RECYCLING CO., INC.
2268 FIRESTONE BLVD
LOS ANGELES, CA 90002-1546

LOCATION OF BUSINESS BEING REGISTERED

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: 03-28-98 S

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	STARTED
823482-88	L	167	RETAIL SALES	01-01-88

2268 E FIRESTONE BL LOS ANGELES CA 90002
BESTWAY RECYCLING COMPANY, INC
P O BOX 109
SOUTH GATE CA 90280-0109



ISSUED BY:

J. Michael Carey
CITY CLERK

NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS — 111 N. HOPE ST. RM 168, LOS ANGELES CA 90012
FORM 2000 (REV. 3-98) IMPORTANT READ REVERSE SIDE

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

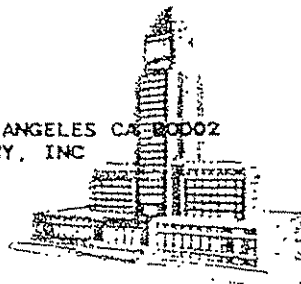
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 03-28-98 S

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	STARTED
823482-88	L	168	WHOLESALE SALES	01-01-88

2268 E FIRESTONE BL LOS ANGELES CA 90002
BESTWAY RECYCLING COMPANY, INC
P O BOX 109
SOUTH GATE CA 90280-0109



ISSUED BY:

J. Michael Carey
CITY CLERK

**ATTACHMENT G – LIVING WAGE AND SERVICE CONTRACTOR WORKER
RETENTION ORDINANCES**

ATTACHMENT H – EQUAL BENEFITS ORDINANCE

COMPLIANCE

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

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: BPL/SANITATION Contact/Phone: Michael Lee - 213-485 3094

SECTION 1. CONTACT INFORMATION

Company Name: BESTWAY RECYCLING CO., INC.
 Company Address: 2268 E. FIRESTONE BLVD.
 City: LOS ANGELES State: CA Zip: 91316
 Contact Person: ANABEL FERRER Phone: 323 588 8151 Fax: 323 588-8436
 I am a one-person contractor, and I have no employees. ☐ Yes ☐ No (If you answered "Yes," go to Section 3)
 Approximate Number of Employees in the United States: 40
 Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☒ No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? ☒ Yes ☐ No
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for each carrier and each benefit marked, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- ☐ **a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- ☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- ☐ **c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
 - ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 28th day of April, in the year 2010, at Los Angeles, CA
(City) (State)

<p>Signature <u>David Y. Cho</u></p> <p>Name of Signatory (please print) <u>David Y. Cho</u></p> <p>Title <u>Chief Financial Officer</u></p>	<p>Mailing Address <u>2268 E. Firestone Blvd.</u></p> <p>City, State, Zip Code <u>LA. CA 90002</u></p> <p>Federal ID Number <u>95-3406066</u></p>
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ATTACHMENT I – CONTRACTOR RESPONSIBILITY ORDINANCE

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

BDS - SOLID RESOURCES SUPPORT MICHAEL LEE 213-485-3094
City Department/Division Awarding Contract City Contact Person Phone

MARKETING & PROCESSING OF COMINGLED RECYCLABLES, NORTH CENTRAL WASTEWATER
City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

BESTWATER RECYCLING CO., INC

Bidder/Proposer Business Name

2268 E. FIRESTONE BLVD. LA. CA 90002
Street Address City State Zip

DAVID Y. CHO, CFO 323-588-8157 323-588-8436
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.

DAVID Y. CHO, CFO [Signature] 4/28/10
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 9

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: Jul 05 1979 State of incorporation: CA

List the corporation's current officers.

President: Nam Sook Kim

Vice President: SUNG Su Kim

Secretary: DONG Su Kim

Treasurer: ICFO DAVID Y. CHO

☐ 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.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

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? 36 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

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.

DAVID Y. CHO, CFO
Print Name, Title


Signature

4/28/10
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. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

C, #2

Sung Su Kim, owner and operator of Western Recycling Co. Inc.
located at 13528 S. Western Ave. , Gardena, CA 90249.

Dong Su Kim, ownwer and operator of Los Angeles Recycling
Center located at 1000 N. Main St., L.A. CA 90012.

David Cho, owner and operator of Bestway Recycling of Pomona
located at 1032 Industrial St., Pomona, CA 91766.

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. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

E, # 8

Bestway Recycling Co. has had numerous L.A city contracts over the years. All these contracts were purchase of commingled recyclable materials from the City of L.A. Bestway Recycling is the current contractor for the North Central wasteshed.

*- Please see attachment
for more details.*

E, # 9

Bestway Recycling Co. has similar purchase contract with the City of Culver City. This contract started in 2000 and is current.

Bestway Recycling Co. has had similar purchase contract with the City of Beverly Hills and City of Glendale (1998 last year)
No cost can be given as these are purchase contracts and is considered confidential information.

E#8 Detail Information

1. Contract NO. C-111207 – For marketing and processing of residential single stream commingled recyclable materials from the City of Los Angeles Western Wasteshed. Contract Length: July 2006 to January 2010. Contract Value: Purchase contract with monthly payment to the City ranging from \$90,000/month to more than \$200,000/month, depending on the market value of the recycled fiber commodity.
2. Contract NO. C-112958 - For marketing and processing of residential single stream commingled recyclable materials from the City of Los Angeles North Central Wasteshed. Contract Length: December 2007 – Current (expires November 2010 with one 3-year renewal option). Contract Value: Purchase contract with monthly payment to the City ranging from \$70,000 to more than \$120,000/month, depending on the market value of recycled commodity.
3. Contract NO. C-112959 - For marketing and processing of residential single stream commingled recyclable materials from the City of Los Angeles South Wasteshed. Contract Length: December 2007 - November 2008. Contract Value: Purchase contract with monthly payment to the City ranging from \$50,000 to more than \$90,000/month, depending on the market value of recycled commodity.
4. Bestway Recycling has successfully provided for marketing and processing of residential single stream commingled recyclable materials from the City of Los Angeles Western Wasteshed since its inception in 1993-1994 timeframe. Contract has been renewed and extended through 3 RFP cycles.

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.

1. Information Regarding Proposed Contract

Project Name/Description: For marketing and processing Residential Single Stream Commingled Recyclable Materials from the City of Los Angeles North Central Wastewater

RFB/RFO/RFP # (if any): _____ Date RFB/RFO/RFP Released: _____
Procuring Dept.: Public Works / Bureau of Sanitation Mail Stop #: 521
Name of Dept. Contact: Michael Lee Phone: (213) 485-3094

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: Bestway Recycling Company, Inc.
Company Address: 2268 E. Firestone Blvd.
City: Los Angeles State: CA Zip: 90002

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) _____.

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and ~~Service~~ Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature Seffy Wiles Date 5/7/10

ATTACHMENT J – SLAVERY DISCLOSURE ORDINANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement Bureau of Sanitation Department Contact Person MICHAEL LEE

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- I, DAVID Y. CHO, am authorized to bind contractually the Company identified below.
- Information about the Company entering into a Contract with the City is as follows:

<u>BESTWAY RECYCLING CO., INC</u>	<u>323 588 8157</u>	<u>95-3406066</u>
Company Name	Phone	Federal ID #
<u>2268 E. FIRESTONE BLVD.</u>	<u>L.A.</u>	<u>CA 90002</u>
Street Address	City	State Zip
- Has the Company submitted the SDO Affidavit previously? NO XYES Date of prior submission: Nov. 5, 2009
 If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
- The Company came into existence in 1974 (year).
- The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:
X The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
 _____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
 _____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
- I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.
 Executed on APRIL 28, 2010 at LOS ANGELES, CA
 Signature: [Signature] Title: CHIEF FINANCIAL OFFICER

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

CITY OF LOS ANGELES - LISTING OF SDO AFFIDAVITS

Berridge California Sales 18732 Corby Avenue	Artesia	CA	90701	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 5/25/2007
Bert Green Fine Art 102 West 5th Street	Los Angeles	CA	90013	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 8/4/2005
Bertet Investment Group LLC 621 S. Spring Street	Los Angeles	CA	90014	<input type="checkbox"/> SDO Affidavit Received?	on
Berwick Offray, LLC 2015 W. Front St.	Berwick	PA	18603	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 4/20/2009
Beryl Lockhart Ent., Inc. 11360 Goss Street	Sun Valley	CA	91352	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 6/22/2004
Besam US, Inc. 529 So. State College Bl.	Fullerton	CA	92831	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 4/30/2009
Best Best & Krieger LLP 3750 University Ave., Suite 400	Riverside	CA	92501	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 9/7/2005
Best Contracting Services, Inc. 19027 Hamilton Avenue	Gardena	CA	90248	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 4/15/2004
Best Expression 21602 N 3rd Ave.	phoenix	AZ	85027	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 7/31/2007
Best Maytag 5751 W. Pico Bl.	Los Angeles	CA	90019	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 2/21/2006
Best Office Products 176 Pacific Street	Pomona	CA	91724	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 9/21/2004
Best Promotions 13400 Riverside Drive #106	Sherman Oaks	CA	91423	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 12/9/2004
Best Quality Printing Inc. 7611 Greenleaf Avenue	Whittier	CA	90602	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 6/29/2007
Best TV & Satellite Service Co. 14821 Turlock Road	La Mirada	CA	90638	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 5/12/2004
Bestway Laundry Solutions 1035 E. Third St.	Corona	CA	92879	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 10/28/2009
Bestway Recycling Co., Inc. 2268 East Firestone Boulevard	Los Angeles	CA	90002	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 12/9/2003
Bet Tzedek Legal Services 145 South Fairfax Avenue, Ste. 200	Los Angeles	CA	90036	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 12/8/2005
Bethune Theatredanse 8033 Sunset Blvd., #221	Los Angeles	CA	90046	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 8/16/2004
Betinski, Elizabeta 12703 Venice Bl.	Los Angeles	CA	90066	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 4/15/2009
Betmaleck, Ed O.D. 123 S. Robertson Blvd.	Los Angeles	CA	90048	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 10/19/2004
Better Days Sports Foundation, Inc. PO Box 374	Culver City	CA	90232	<input type="checkbox"/> SDO Affidavit Received?	on
Better World Group, The 150 East Olive Avenue, #104	Burbank	CA	91502	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 8/23/2004
Betts Spring Company, Inc. 2100 Williams Street	San Leandro	CA	94577	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 10/21/2003
Beverly Foundation 566 El Dorado St., Suite 100	Pasadena	CA	91101	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 1/24/2006
Beverly Hills International Inc. 1101 S. Rogers Circle #4	Boca Raton	FL	33487	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 2/15/2006
Beyond Baroque Foundation 681 Venice Blvd.	Venice	CA	90291	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 9/7/2004
Beyond Baroque Foundation 681 Venice Bl.	Venice	CA	90291	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 3/20/2008
BF Hurley Mat Co., Inc. 7701 Interbay Bl.	Tampa	FL	33616	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 6/11/2009
BFI Waste Systems of North America 3031 East I Street	Wilmington	CA	90744	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 11/10/2004
BG Petro Specs Distributing Inc. 3301 Grande Vista Dr.	Newbury Park	CA	91320	<input checked="" type="checkbox"/> SDO Affidavit Received?	on 5/26/2006

Listing current as of 4/11/2011

ATTACHMENT K – MBE/WBE/OBE WAIVER OF REQUIREMENT

MAYORS OFFICE
Amy Howard - North Central Wastashed MBL

Fax: 213-978-0690

Mar 10 2006 12:33 P.04

AIDS Coordinators Office
333 S. Spring Street
Los Angeles, CA 90013

DATE: 4-04-05

TO: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT
ATTN: DAVID MORA

FROM: Miguel Zermeno, Project Manager
Stephanie Zilloffo
Phone: (213) 473-7943 Fax: (213) 473-7945

SUBJECT: MBE/WBE/OBE RECOMMENDATION FOR GOOD FAITH EFFORT CONTRACT NO. _____
In compliance with Executive Directive No. 2001-25, City of Los Angeles Minority, Women and Other
Business Enterprise (MBE/WBE/OBE) Program, please fill out the following:

1. Title of Project: Selling of City-Collected "Single-Stream" Recyclable Materials - North Central Wastashed
2. This project will be advertised as an: RFB ☒ RFP ☐ RFQ Other:
3. Type of Contract: Procurement ☒ Personal Services ☐ Construction
4. Projected total amount of the contract: over \$100K Estimated duration of project: Three (3) years
5. Significant Dates: _____
Estimated date of pre-bid or job walk meeting: TBD
Estimated date that bids or proposals are due: TBD
6. Recommendations: _____
MBE/WBE/OBE encouragement: _____
with an option to renew for an additional 3 years

Justify why encouragement:
☒ Technical Requirement ☐ Lack of available subcontractors
☒ Lack of available subcontract sub-supply opportunities ☐ One product single point of distribution

Other: No facilities and equipment available in the City.

7. MBE/WBE/OBE Good Faith Effort required: Sole source contract.

8. Is this a: ☒ New Contract ☐ Renewal ☐ Other

9. Name of previous contractor: City Fibers Length of previous contract: 3 years Value of previous

TO: AIDS Coordinators Office
ATTN: Miguel Zermeno
FROM: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

☒ Recommendation approved ☐ Available Subs ☐ Initials
☐ Recommendation disapproved ☐ Available Opportunities ☐ Initials

Other/Comment: _____

By: Amy H. Richardson Date: 3/8/06 Tel. No.: 213/978-1494

ATTACHMENT L – PAYMENT SCHEDULE

Table 1
Payment Schedule

Month of Delivered Material	Regular Payment Due	CRV & QIP Payment Due	One time Penalty		Interest on Payment
			5%	10%	
			If enclosure postmarked between	If enclosure postmarked after	
January	March 1	April 1	March 2-10	March 11	Д
February	April 1	May 1	April 2-10	April 11	Д
March	May 1	June 1	May 2-10	May 11	Д
April	June 1	July 1	June 2-10	June 11	Д
May	July 1	August 1	July 2-10	July 11	Д
June	August 1	September 1	August 2-10	August 11	Д
July	September 1	October 1	September 2-10	September 11	Д
August	October 1	November 1	October 2-10	October 11	Д
September	November 1	December 1	November 2-10	November 11	Д
October	December 1	January 1	December 2-10	December 11	Д
November	January 1	February 1	January 2-10	January 11	Д
December	February 1	March 1	February 2-10	February 11	Д

Д: The Office of Finance, of the City of Los Angeles, calculates the City's standardly applied interest rate annually in accordance with Section 21.05, Article I, Chapter II of the Los Angeles Municipal Code. The new rate becomes effective January 1st and is applicable throughout that calendar year. Interest is only applied to the amount of the delinquent payment and not to any associated late fee penalties. The interest rate to be applied to delinquencies for the calendar year 2007 is .07% monthly. For more information on the calculation of this interest rate, please contact the Office of Finance, Revenue Management Division at (213) 978-1573 or visit their website at <http://www.lacity.org/finance>.

ATTACHMENT M – MUNICIPAL LOBBYING ORDINANCE



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

Bidder Certification CEC Form 50

Bid/Contract Number:

C-112958

Department:

BUREAU OF SANITATION

Name of Bidder:

BESTWAY RECYCLING CO., INC.

Phone:

323-588 8157

Address:

2268 E. FIRESTONE BLVD, L.A. CA 90002

Email:

DCHO @ BESTWAY.ORG

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:

4/28/10

Signature:

David Y. Cho

Name:

DAVID Y. CHO

Title:

CHIEF FINANCIAL OFFICER

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.

(INSERT) ATTACHMENT N – CONTRACT HISTORY

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.

Please see attachment on the following page.

BESTWAY RECYCLING CO., INC.
Name of Organization

D. F. Cho
Signature

DAVID T. CHO
Print Name

CFO
Title

4/28/10
Date

CONTRACT HISTORY – BESTWAY RECYCLING COMPANY, INC.

1. Contract NO. C-111207 – For marketing and processing of residential single stream commingled recyclable materials from the City of Los Angeles Western Wasteshed. Contract Length: July 2006 to January 2010. Contract Value: Purchase contract with monthly payment to the City ranging from \$90,000/month to more than \$200,000/month, depending on the market value of the recycled fiber commodity.
2. Contract NO. C-112958 - For marketing and processing of residential single stream commingled recyclable materials from the City of Los Angeles North Central Wasteshed. Contract Length: December 2007 – Current (expires November 2010 with one 3-year renewal option). Contract Value: Purchase contract with monthly payment to the City ranging from \$70,000 to more than \$120,000/month, depending on the market value of recycled commodity.
3. Contract NO. C-112959 - For marketing and processing of residential single stream commingled recyclable materials from the City of Los Angeles South Wasteshed. Contract Length: December 2007 - November 2008. Contract Value: Purchase contract with monthly payment to the City ranging from \$50,000 to more than \$90,000/month, depending on the market value of recycled commodity.
4. Bestway Recycling has successfully provided for marketing and processing of residential single stream commingled recyclable materials from the City of Los Angeles Western Wasteshed since its inception in 1993-1994 timeframe. Contract has been renewed and extended through 3 RFP cycles.

(INSERT) ATTACHMENT O - LOS ANGELES RESIDENCE INFORMATION

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: BESTWAY RECYCLING CO., INC - PRIME

I. Corporate or Main Office Address:

2268 E. FIRESTONE BLVD.

LOS ANGELES, CA 90002

II Total Number of Employees in Organization: 44

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

21 and 47.7 %

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: LOS ANGELES RECYCLING CENTER - SUBCONTRACTOR

I. Corporate or Main Office Address:

1000 N. MAIN ST.

L-A - CA. 90012

II Total Number of Employees in Organization: 29

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

27 and 93 %

(INSERT) ATTACHMENT P – NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

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

I, DAVID Y. CHO, depose and say that I am

Chief Financial Officer of BESTWAY RECYCLING CO., INC.
("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: 4-28-2010 at LOS ANGELES, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

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

David Y. Cho
(Signature)

(INSERT) ATTACHMENT Q – FIRST SOURCE HIRING ORDINANCE

FIRST SOURCE HIRING ORDINANCE (FSHO)**Anticipated Employment Opportunities****FORM: FSHO-1****CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATIONName of Contractor: BESTWAY RECYCLING COMPANY Contractor Phone#: 323 588 - 8157Designated Contractor Contact Person: DAVID CHO Email: dcho@bestway.orgStreet Address: 2268 E. FIRESTONE BLVDCity: LA State: CA Zip: 90002 Federal ID (FEIN)#: 95-3406066

1. I am completing this form as a:

☒ Prime Contractor☐ Subcontractor

Go to Question 2.

2. How many total employees currently work for your company?

44

Go to Question 3.

3. How many employees will be working directly for the City contract?

0

Go to Question 4.

4. Do you anticipate any job openings as a result of this City contract?

☐ YES - Go to Question 5.☒ NO - Go to Section III.

5. How many different job classifications do you anticipate as a result of this contract? _____ Go to Section II.

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.

Job #1 Job Classification: _____ Anticipated # of Job Openings: _____
Description/Qualifications: _____Job #2 Job Classification: _____ Anticipated # of Job Openings: _____
Description/Qualifications: _____Job #3 Job Classification: _____ Anticipated # of Job Openings: _____
Description/Qualifications: _____**SECTION III. SIGNATURE AND SUBMIT**

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 6 day of Aug, 2010, at LA, CA

(City)

(State)

Signature

D. Cho
CFO

Name (Please Print)

DAVID T. CHO95-3406066

Title

Federal Tax/Employer Identification Number

SECTION IV. FILLED OUT BY AWARDING DEPARTMENTDept: Sanitation Contact Person: Michael Lee Phone#: 213-485-3084 Email: michael.w.lee@lacity.orgProject Title (as listed in bid): Marketing & Processing Residential Single Stream ID# _____

Rev. 4/10

Recyclable materials for North Central

Office of Contract Compliance, EEOE/CCA (213) 847-2625

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-2****Subcontractor Information Form****CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: BESTWAY RECYCLING CO, INC. Contractor Phone#: 323 588-8157
Designated Contractor Contact Person: DAVID CHO Email: DCHO@BESTWAY.ORG
Street Address: 2268 E FIRESTONE BLVD
City: LA State: CA Zip: 90002 Federal ID (FEIN) #: 95-3406066

- | | | |
|--|---|--|
| 1. I am completing this form as a:
<input checked="" type="checkbox"/> Prime Contractor
Go to Question 3.
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. Are you a 1 st Tier, 2 nd Tier, 3 rd Tier, or Other Tier Subcontractor?
<input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
<input type="checkbox"/> Other _____
Go to Question 3. | 3. Do you have Subcontractors who will be working with you on the contract?
<input checked="" type="checkbox"/> YES - Go to Question 4.
<input type="checkbox"/> NO - Go to Section III. |
| 4. How many Subcontractors will be working with you on the contract? <u>1</u> Go to Section II. | | |

SECTION II. SUBCONTRACTOR INFORMATION

For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Sub #1	Subcontractor Name: <u>LOS ANGELES RECYCLING</u> Subcontractor Phone#: <u>323 221 9188</u> Contact Person: <u>DONG SU (DAVID) KIM</u> Email: <u>DONG@BESTWAY.ORG</u>
Sub #2	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #3	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #4	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #5	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #6	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #7	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____
Sub #8	Subcontractor Name: _____ Subcontractor Phone#: _____ Contact Person: _____ Email: _____

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 6 day of Aug, 2010, at Los Angeles, CA
(City) (State)

Signature

Name (Please Print)

DAVID Y. CHO

Title

CFO

Federal Tax/Employer Identification Number

95-3406066**SECTION IV. AWARDING DEPARTMENT INFORMATION**

Dept: Sanitation Contact Person: Michael Lee Phone#: 213-485-3914 Email: michael.w.lee@city.org
Project Title (as listed in bid): Marketing Proceeding Residential Single Stream ID# _____

AE1760075M	Boilers Repairs and Maintenance	R.F. MacDonald Co.	<input checked="" type="checkbox"/>	8/30/2010
	<input type="checkbox"/> On-Call Task #:			
C-107485	Processing & reuse green material	Waste Management Recycling	<input checked="" type="checkbox"/>	8/23/2010
	<input type="checkbox"/> On-Call Task #:			
C-107485	Processing & Reuse Green Materials	Waste Management Recycling	<input checked="" type="checkbox"/>	11/8/2010
	<input type="checkbox"/> On-Call Task #:			
C-107486	Processing & reuse green material	Community Recycling & Resour	<input checked="" type="checkbox"/>	8/23/2010
	<input type="checkbox"/> On-Call Task #:			
C-110634-1	The beneficial use of biosolids	Terra Renewal (Solic Solutions,	<input checked="" type="checkbox"/>	8/31/2010
	<input type="checkbox"/> On-Call Task #:			
C-112958-1	Marketing & Processing Residential Single Stream +	Bestway Recycling Company	<input checked="" type="checkbox"/>	12/1/2010
	<input type="checkbox"/> On-Call Task #:			
C-112960-1	Marketing & Processing RSSCRM W. Valley Wtrshed	City Fibers, Inc.	<input checked="" type="checkbox"/>	9/13/2010
	<input type="checkbox"/> On-Call Task #:			
C-113622	Software Maintenance & Enhancement Services of...	Gatekeeper Systems	<input checked="" type="checkbox"/>	8/23/2010
	<input type="checkbox"/> On-Call Task #:			
C-113956	Landfill Disposal of grit & screenings	Waste Management of Californi	<input checked="" type="checkbox"/>	11/9/2010
	<input type="checkbox"/> On-Call Task #:			
C-94375-3	Hauling,loading& the beneficial uses of City biosolids	Responsible Biosolids Managem	<input checked="" type="checkbox"/>	8/30/2010
	<input type="checkbox"/> On-Call Task #:			
TBD	Software Maintenance of Pretreatment Information M	Infection Point Solutions, LLC	<input checked="" type="checkbox"/>	8/26/2010
	<input type="checkbox"/> On-Call Task #:			

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-1****Anticipated Employment Opportunities****CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: LOS ANGELES RECYCLING Contractor Phone#: 323 221 9188
Designated Contractor Contact Person: DONG SU KIM Email: DONG@BESTWAY.ORG
Street Address: 1000 N MAIN ST.
City: LA State: CA Zip: 90012 Federal ID (FEIN)#: 546-67-3966

- | | | | |
|---|---|--|---|
| 1. I am completing this form as a:
<input type="checkbox"/> Prime Contractor
<input checked="" type="checkbox"/> Subcontractor
Go to Question 2. | 2. How many total employees currently work for your company? <u>29</u>
Go to Question 3. | 3. How many employees will be working directly for the City contract? <u>29</u>
Go to Question 4. | 4. Do you anticipate any job openings as a result of this City contract?
<input type="checkbox"/> YES - Go to Question 5.
<input checked="" type="checkbox"/> NO - Go to Section III. |
|---|---|--|---|

5. How many different job classifications do you anticipate as a result of this contract? _____ Go to Section II.

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.

Job #1 Job Classification: _____ Anticipated # of Job Openings: _____
Description/Qualifications: _____

Job #2 Job Classification: _____ Anticipated # of Job Openings: _____
Description/Qualifications: _____

Job #3 Job Classification: _____ Anticipated # of Job Openings: _____
Description/Qualifications: _____

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 6 day of AUG, 2010, at LA, CA
(City) (State)

Signature DY-CLW
CFO

Name (Please Print) DAVID Y. CHO
546-67-3966

Title _____

Federal Tax/Employer Identification Number _____

SECTION IV. FILLED OUT BY AWARDING DEPARTMENT

Dept: Sanitation Contact Person: Michael Lee Phone#: 213-485-3096 Email: Michael.W.Lee@city.org
Project Title (as listed in bid): Marketing & Process Sg. Stream ID# _____

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-2****Subcontractor Information Form****CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: LDS ANGLES RECYCLING Contractor Phone#: 323 221-9188
Designated Contractor Contact Person: DONG SU KIM Email: DONG@BESTWAY.ORG
Street Address: 1000 N MAIN ST
City: LA State: CA Zip: 90012 Federal ID (FEIN)#: 546-67-3966

- | | | |
|--|---|--|
| 1. I am completing this form as a:
<input type="checkbox"/> Prime Contractor
Go to Question 3.
<input checked="" type="checkbox"/> Subcontractor
Go to Question 2. | 2. Are you a 1 st Tier, 2 nd Tier, 3 rd Tier, or Other Tier Subcontractor?
<input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
<input type="checkbox"/> Other _____
Go to Question 3. | 3. Do you have Subcontractors who will be working with you on the contract?
<input type="checkbox"/> YES - Go to Question 4.
<input checked="" type="checkbox"/> NO - Go to Section III. |
|--|---|--|

4. How many Subcontractors will be working with you on the contract? 0 Go to Section II.

SECTION II. SUBCONTRACTOR INFORMATION

For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Sub #1	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #2	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #3	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #4	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #5	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #6	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #7	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #8	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 8 day of Aug, 2010, at LA, CA
(City) (State)

Signature [Signature]
CFO

Name (Please Print) DAVID Y. CHO
546-67-3966

Title _____

Federal Tax/Employer Identification Number _____

SECTION IV. AWARDING DEPARTMENT INFORMATION

Dept: Sanitation Contact Person: Michael Lee Phone#: 213-485-3094 Email: michael.lee@lacity.org
Project Title (as listed in bld): Marketing Processing Single Stream Recyclable ID# _____
Materials for North Central

AE1760075M	Boilers Repairs and Maintenance	R.F. MacDonald Co.	<input checked="" type="checkbox"/>	8/30/2010
	<input type="checkbox"/> On-Call Task #:			
C-107485	Processing & reuse green material	Waste Management Recycling	<input checked="" type="checkbox"/>	8/23/2010
	<input type="checkbox"/> On-Call Task #:			
C-107485	Processing & Reuse Green Materials	Waste Management Recycling	<input checked="" type="checkbox"/>	11/8/2010
	<input type="checkbox"/> On-Call Task #:			
C-107486	Processing & reuse green material	Community Recycling & Resour	<input checked="" type="checkbox"/>	8/23/2010
	<input type="checkbox"/> On-Call Task #:			
C-110634-1	The beneficial use of biosolids	Terra Renewal (Solic Solutions,	<input checked="" type="checkbox"/>	8/31/2010
	<input type="checkbox"/> On-Call Task #:			
C-112958-1	Marketing & Processing Residential Single Stream +	Bestway Recycling Company	<input checked="" type="checkbox"/>	12/1/2010
	<input type="checkbox"/> On-Call Task #:			
C-112960-1	Marketing & Processing RSSCRM W. Valley Wtrshed	City Fibers, Inc.	<input checked="" type="checkbox"/>	9/13/2010
	<input type="checkbox"/> On-Call Task #:			
C-113622	Software Maintenance & Enhancement Services of...	Gatekeeper Systems	<input checked="" type="checkbox"/>	8/23/2010
	<input type="checkbox"/> On-Call Task #:			
C-113956	Landfill Disposal of grit & screenings	Waste Management of Californi	<input checked="" type="checkbox"/>	11/9/2010
	<input type="checkbox"/> On-Call Task #:			
C-94375-3	Hauling, loading & the beneficial uses of City biosolids	Responsible Biosolids Managem	<input checked="" type="checkbox"/>	8/30/2010
	<input type="checkbox"/> On-Call Task #:			
TBD	Software Maintenance of Protreatment Information M	Inflection Point Solutions, LLC	<input checked="" type="checkbox"/>	8/26/2010
	<input type="checkbox"/> On-Call Task #:			

CONTRACT NO. C- 112957-1

AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
CR&R, INC.

FOR MARKETING AND PROCESSING RESIDENTIAL SINGLE
STREAM COMMINGLED RECYCLABLE MATERIALS FROM
THE CITY OF LOS ANGELES HARBOR WASTESHED



City of Los Angeles
Department of Public Works
Bureau of Sanitation

Enrique C. Zaldivar, Director
Alexander E. Helou, Assistant Director

Solid Resources Support Services Division
Javier L. Polanco, P.E., Acting Division Manager

AMENDMENT NO. 1 TO
AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND CR&R, INC.
FOR MARKETING AND PROCESSING RESIDENTIAL SINGLE STREAM
COMMINGLED RECYCLABLE MATERIALS FROM THE
CITY OF LOS ANGELES HARBOR WASTESHED

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AMENDMENT NO. 1 TO
AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND CR&R, INC.
FOR MARKETING AND PROCESSING RESIDENTIAL SINGLE STREAM
COMMINGLED RECYCLABLE MATERIALS FROM THE
CITY OF LOS ANGELES HARBOR WASTESHED

This Amendment No. 1 is made and entered into by and between the City of Los Angeles, California, a municipal corporation acting by order of, and through its Board of Public Works, hereinafter referred to as the "CITY", and CR&R, Inc., hereinafter referred to as the "CONTRACTOR", and is set forth as follows:

WITNESSETH

WHEREAS, pursuant to the provisions of the California Integrated Solid Waste Management Act, the CITY is mandated to divert 50 percent of all solid waste from landfills by year 2000; and

WHEREAS, the CITY plans to divert 75 percent of all solid waste from the landfills by year 2013; and

WHEREAS, on August 30, 2006, the CITY issued a Request for Proposals (RFP) for the Marketing and Processing of Residential Single Stream Commingled Recyclable Materials from the East Valley, West Valley, North Central, Harbor, and South Los Angeles Wastesheds; and

WHEREAS, on November 27, 2006, the CITY received one (1) proposal for the Harbor Wasteshed; and

WHEREAS, the CITY selected CR&R, Inc., as the most qualified proposer through the RFP competitive process for Marketing and Processing Residential Single Stream Commingled Recyclable Materials for the Harbor Wasteshed; and

WHEREAS, the CONTRACTOR operates and maintains a material recovery facility (FACILITY) within the Harbor Wasteshed and has demonstrated qualifications to perform said services, hereinafter referred to as the PROJECT; and

WHEREAS, the CITY executed a three (3) year AGREEMENT (C-112957) with an option to renew for another three (3) year with CR&R, Inc. on December 24, 2007 for processing and marketing recyclable materials collected from the Harbor Wasteshed; and

WHEREAS, the CITY wishes to exercise the option to extend the existing contract for another three (3) year with CR&R, Inc. for processing and marketing recyclable materials collected from the Harbor Wasteshed. This option will extend the contract to December 23, 2013; and

WHEREAS, the CITY has contracts with three (3) other Material Recovery Facilities to process and handle the recycling commodities from the South Los Angeles, North Central Los Angeles, Western Los Angeles, West Valley and/or East Valley wastesheds; and

WHEREAS, in the event of an emergency, the CITY may seek to contract with a qualified Material Recovery Facility for marketing and processing residential single stream commingled recyclable materials from the said wastesheds; and

WHEREAS, CR&R, Inc. has demonstrated the ability and desire to accept additional materials to include recycling material from other wastesheds, hereinafter referred to as the EMERGENCY TASK; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required services in connection with the EMERGENCY TASK as outlined herein;

NOW THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE 1 – SECTION HEADINGS

NO CHANGE IN THIS ARTICLE.

ARTICLE 2 – DEFINITIONS

ADD THE FOLLOWING DEFINITIONS TO READ AS FOLLOWS:

EMERGENCY

Any natural or manmade disasters and other sudden unforeseen crisis that prevents the operation of the wasteshed

EMERGENCY TASK

In the event of an EMERGENCY, the CONTRACTOR will accept and process recycling materials from the South Los Angeles, North Central Los Angeles, Western Los Angeles, West Valley, and/or East Valley wasteshed.

ARTICLE 3 – SITE AND FACILITY DESCRIPTIONS

NO CHANGE IN THIS ARTICLE.

ARTICLE 4 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR

ADD SUB-ARTICLE 4.9 TO READ AS FOLLOWS:

4.9 Emergency Task

In the event of an EMERGENCY, the CONTRACTOR shall receive, process, and market residential single stream commingled recyclable materials from the South Los Angeles, North Central Los Angeles, Western Los Angeles, West Valley, and/or East Valley wasteshed. The compensation for the materials delivered during the EMERGENCY period shall be determined under mutual agreement. The CONTRACTOR shall handle and submit reports and invoices under EMERGENCY separately from the regular reports and invoices.

ARTICLE 5 – RESPONSIBILITIES AND TASKS OF THE CITY

MODIFY SUB-ARTICLE 5.1 TO READ AS FOLLOWS:

5.1 Delivery Commitment of Tonnages by the CITY

The CITY shall collect MATERIALS from the CITY'S curbside recycling program within the boundaries of the Harbor Collection District, and deliver these MATERIALS to the FACILITY during the operating hours described in Sub-article 4.1. However, the CITY makes no guarantee as for minimum tonnage of MATERIALS to be delivered to the CONTRACTOR, and the CITY makes no assurances regarding the consistency of the tonnage levels delivered, the composition of the marketable RECYCLABLES, or the geographic boundaries of the collection district.

In the event of an EMERGENCY, the CITY PROJECT MANAGER or his designee shall immediately notify the CONTRACTOR to accept and process all MATERIALS delivered by the CITY from other WASTESHEDS.

In the event of an EMERGENCY, the CONTRACTOR shall accept and process all MATERIALS from other WASTESHEDS delivered by the CITY with no guaranteed minimum tonnage.

ARTICLE 6 – KEY CONTRACTOR PERSONNEL

MODIFY SUB-ARTICLE 6.2 TO READ AS FOLLOWS:

6.2 CONTRACTOR'S PERSONNEL

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

The CONTRACTOR shall not use subcontractors to assist in performance of this AGREEMENT 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 AGREEMENT. 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 7 – KEY CITY PERSONNEL

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

The CITY designates Michael W. Lee, Environmental Engineering Associate I, as the CITY PROJECT MANAGER, to represent the CITY in all matters within the scope of this AGREEMENT related to the conduct and approval of the work to be performed. The CITY designates John A. Moore, Senior Environmental Engineer, as the CITY PROGRAM MANAGER. The CITY also designates Javier L. Polanco, Acting Division Manager, as the CITY DIVISION MANAGER. Whenever the term “approval of CITY”, “consult with CITY”, “confer with CITY”, or similar terms are used, they shall refer to the CITY PROJECT MANAGER. In the case of unavailability of the CITY PROJECT MANAGER, either the CITY PROGRAM MANAGER or the CITY DIVISION MANAGER shall represent the CITY in-lieu of the CITY PROJECT MANAGER. Another CITY staff member closely involved in the management of this AGREEMENT is Jonathan B. Zari, Environmental Engineer.

ARTICLE 8 – SUSPENSION AND TERMINATION

ADD SUB-ARTICLE 8.1(xiv) TO READ AS FOLLOWS:

- (xiv) Engaging in dishonest conduct related to the performance or administration of this CONTRACT or violating the CITY’s lobbying policies;

ADD SUB-ARTICLE 8.4 TO READ AS FOLLOWS:

8.4 Termination for Convenience

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, the CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

ADD SUB-ARTICLE 8.5 TO READ AS FOLLOWS:

- 8.5 Upon receipt of a termination action under Article 8, 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.

ADD SUB-ARTICLE 8.6 TO READ AS FOLLOWS:

- 8.6 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.

Upon termination under Articles 8 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

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.

ARTICLE 9 – TERM OF AGREEMENT

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

The term of this AGREEMENT shall be extended an additional three (3) years. The three (3) year extension of the AGREEMENT will be effective December 24, 2010 through December 23, 2013, unless terminated under the terms of Article 8 hereof.

ARTICLE 10 – COMPENSATION, INVOICING, AND PAYMENT

MODIFY SUB-ARTICLE 10.1.e TO READ AS FOLLOWS:

10.1 Monthly Revenue to the CITY

- e) The CONTRACTOR'S overall processing unit cost (PUC) shall be \$85.00 per GROSS TON, which shall include all costs for processing, marketing, administration, etc. and shall be a function of the EQUATION in determining the gross revenue per TON payable to the CITY. This amount shall be offset by revenue generated from the sale of the RECYCLABLES at the time Profit Sharing Method is in effect.

Effective as of the payment for the third month of the first year of this Renewal Amendment and succeeding years after, the PUC shall be modified based on the annually calculated Consumer Price Index (CPI) as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Los Angeles-Riverside-Orange County CA Area. The CPI increase shall be calculated as provided in **Attachment A**. Increase to the PUC shall not exceed 4% per annum.

ADD SUB-ARTICLE 10.1.j TO READ AS FOLLOWS:

10.1 Monthly Revenue to the CITY

- j) The compensation for the MATERIALS delivered during the emergency period shall be determined under mutual agreement.

ARTICLE 11 – SUBCONTRACT APPROVAL

NO CHANGE IN THIS ARTICLE.

ARTICLE 12 – CHANGES OR MODIFICATIONS

NO CHANGE IN THIS ARTICLE.

ARTICLE 13 – INDEMNIFICATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 14 – INDEPENDENT CONTRACTORS

NO CHANGE IN THIS ARTICLE.

ARTICLE 15 – INSURANCE AND PERFORMANCE BOND

MODIFY SUB-ARTICLE 15.1 TO READ AS FOLLOWS:

During the term of this AGREEMENT 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 Contractor, but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in Attachment D 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 Attachment D, and which can also be found at the BOARD'S website: www.lacity.org/bpw/Secretariat/Insurance.html, in the form *Instructions and Information on Complying with City Insurance Requirements, rev 6/09*, 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 Attachment D hereto. Attachment D is hereby incorporated by reference and made a part of this AGREEMENT.

ARTICLE 16 – WARRANTY AND RESPONSIBILITIES

NO CHANGE IN THIS ARTICLE.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

NO CHANGE IN THIS ARTICLE.

ARTICLE 18 – CONTACT PERSON AND ADDRESSES NOTIFICATION

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

All notices shall be in writing and made 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 addressed as follows:

To the CITY:

Contact Person: Michael W. Lee, CITY PROJECT MANAGER
Address: 1149 S. Broadway, 8th Floor
Los Angeles, CA 90015
Tel. # (213) 485-3094
Fax # (213) 485-2961
Email: Michael.W.Lee@lacity.org

Contact Person: John A. Moore, CITY PROGRAM MANAGER
Address: 1149 S. Broadway, 8th Floor
Los Angeles, CA 90015

Tel. # (213) 485-3632
Fax # (213) 485-2961
Email: John.Moore@lacity.org

Contact Person: Javier L. Polanco, ACTING CITY DIVISION MANAGER
Address: 1149 S. Broadway, 8th Floor
Los Angeles, CA 90015
Tel. # (213) 485-3825
Fax # (213) 485-2961
Email: Javier.Polanco@lacity.org

To the CONTRACTOR

Contact Person: Bob Williams, CONTRACT PROJECT MANAGER
Address: CR&R, Inc.
11292 Western Avenue
Stanton, CA 90680
Tel. # (714) 826-9049
Fax # (714) 893-3984
Email: bobw@crrmail.com

ARTICLE 19 – OWNERSHIP OF DATA

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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.

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 20 – FORCE MAJEURE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 21 – SEVERABILITY

NO CHANGE IN THIS ARTICLE.

ARTICLE 22 – DISPUTES

NO CHANGE IN THIS ARTICLE.

ARTICLE 23 – ENTIRE CONTRACT AGREEMENT

NO CHANGE IN THIS ARTICLE.

ARTICLE 24 – GOVERNING LAW

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this CONTRACT.

In any action arising out of this CONTRACT, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

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

ARTICLE 25 – CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

NO CHANGE IN THIS ARTICLE.

ARTICLE 26 – AFFIRMATIVE ACTION AND NONDISCRIMINATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 27 – AMERICANS WITH DISABILITIES ACT

NO CHANGE IN THIS ARTICLE.

ARTICLE 28 – CONTRACTOR EVALUATION PROGRAM

NO CHANGE IN THIS ARTICLE.

ARTICLE 29 – CHILD SUPPORT ASSIGNMENT ORDERS

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 30 – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCES

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

- 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 31 – EQUAL BENEFITS ORDINANCE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 32 – CONTRACTOR RESPONSIBILITY ORDINANCE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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 (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, 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 (30) 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 (30) 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 (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 33 – SLAVERY DISCLOSURE ORDINANCE

NO CHANGE IN THIS ARTICLE.

ARTICLE 34 – BREACH

NO CHANGE IN THIS ARTICLE.

ARTICLE 35 – MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

NO CHANGE IN THIS ARTICLE.

ARTICLE 36 – WAIVER

NO CHANGE IN THIS ARTICLE.

ARTICLE 37 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

NO CHANGE IN THIS ARTICLE.

(INSERT) ARTICLE 38 – 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, Attachment 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.

(INSERT) ARTICLE 39 – 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.

(INSERT) ARTICLE 40 – 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.

IN WITNESS WHEREOF, The parties hereto subscribe the same in quadruplicate, and this CONTRACT is executed by the CITY, acting by and through its BOARD, and by CR&R, INC.

FOR THE CITY OF LOS ANGELES

FOR CR&R, INC.

APPROVED AND AGREED TO:

APPROVED AND AGREED TO:

By: Cynthia Ruiz
Name: Cynthia Ruiz
Title: Commissioner, Board of Public Works
Date: 9-10-10

By: Bob Williams
Name: Bob Williams
Title: Dir. of Recptg.
Date: 1/11/10

By: _____
Name: _____
Title: Commissioner, Board of Public Works
Date: _____

APPROVED AS TO FORM:

ATTEST:

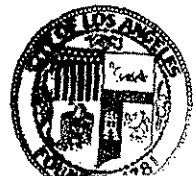
CARMEN A. TRUTANICH, City Attorney

JUNE LAGMAY, City Clerk

BY: Christopher M. Westhoff
Name: Christopher M. Westhoff
Title: Assistant City Attorney
Date: 2/10/10

BY: Etta Armstrong
Name: Etta Armstrong
Title: City Deputy Clerk
Date: 9/15/10

C-112957-1



LIST OF ATTACHMENTS

ATTACHMENT A - PROFIT SHARING REVENUE CALCULATION EXAMPLES
MODIFIED

ATTACHMENT B - PAYMENT SPREADSHEET AND THE COMMODITY REPORT EXAMPLES
MODIFIED

ATTACHMENT C - RECYCLABLE MATERIALS
NO CHANGE IN THIS ATTACHMENT

ATTACHMENT D - INSURANCE REQUIREMENTS
NO CHANGE IN THIS ATTACHMENT

ATTACHMENT E - AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY,
NONDISCRIMINATION
UPDATED AA PLAN INCLUDED

ATTACHMENT F - BUSINESS TAX REGISTRATION CERTIFICATE
NO CHANGE IN THIS ATTACHMENT

ATTACHMENT G - LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION
ORDINANCES
NO CHANGE IN THIS ATTACHMENT

ATTACHMENT H - EQUAL BENEFITS ORDINANCE
NO CHANGE IN THIS ATTACHMENT

ATTACHMENT I - CONTRACTOR RESPONSIBILITY ORDINANCE
NO CHANGE IN THIS ATTACHMENT

ATTACHMENT J - SLAVERY DISCLOSURE ORDINANCE
NO CHANGE IN THIS ATTACHMENT

ATTACHMENT K - MBE/WBE/OBE WAIVER OF REQUIREMENT
MODIFIED

ATTACHMENT L - LOBBYING ORDINANCE
ADD BIDDER CERTIFICATE CEC FORM 50

ATTACHMENT A - PROFIT SHARING REVENUE CALCULATION EXAMPLES

CALCULATION OF THE MONTHLY REVENUE TO THE CITY PER GROSS TON

The Unit Value of Material delivered by the CITY (VM), as used in the following EQUATION, shall be defined as:

$$VM = MFP + FPCP + QIPP + CRVP$$

Or in detail

$$VM = MFP + [RSF \times (FPV - PUC)] + (RSQ \times QIP) + [RSC \times (CRV_{new} - CRV_{old})]$$

Where:

VM = Unit Value of MATERIAL delivered by the CITY (revenue per GROSS TON payable to the CITY, Unit: \$/GROSS TON).

MFP = Minimum Floor Unit Price (Unit: \$25/GROSS TON).

FPCP = Fiber Papers Commodities Profit. (FPCP) = (RSF x (FPV - PUC)); where (FPV - PUC) cannot be negative and is either greater than or equal to zero. The following two (2) conditions are applicable:

- 1) If FPV is greater than PUC, then FPV becomes part of the equation in calculating VM (See Condition 1 under Examples).
- 2) If FPV is less than or equal to PUC, then (FPV - PUC = 0) (See Condition 2 under Examples).

RSF = Share percentage, to the CITY, for Fiber Papers Profits. (Unit: 50%).

PUC = Process Unit Cost, a dollar amount to be determined by the CONTRACTOR, which will include all costs for processing, marketing, administration, etc., and which will be a function of the EQUATION in determining the revenue per GROSS TON payable to the CITY. This amount is an offset to the revenue, generated from the sale of the fiber papers, as stated below. (Unit: \$85/GROSS TON).

$$PUC_{base} = \$85/\text{GROSS TON}$$

The PUC shall be subject to a CPI adjustment, not to exceed 4% per annum, effective as of the payment for the third month of the first year of the Renewal CONTRACT and succeeding years after. The adjusted PUC shall be calculated as below:

$$PUC_{new} = PUC_{old} \times (CPI_{new}/CPI_{old})$$

Where:

PUC_{new} = The adjusted PUC for a CONTRACT YEAR

PUC_{old} = The PUC of the previous CONTRACT YEAR.

CPI_{new} = The average of the monthly published CPI values for the prior CONTRACT YEAR.

CPI_{old} = CPI_{new} for the previous CONTRACT YEAR.

FPV = Fiber Papers Value. (Unit: \$ Scrap Value/GROSS TON). The sum of all of the weighted commodity scrap values.

The scrap value of each Fiber Paper commodity (all grades) namely: newspaper (PS 8), mixed paper (PS 1) and corrugated cardboard (PS 11) shall be determined from published market prices in Waste News, Secondary Fibers Pricing (SFP), Southwest Zone for each month. The average monthly Regional Average Pricing shall be used to derive the scrap value for each of the fiber paper grades stated above. The CONTRACTOR shall pay the membership fees to have access to the fiber paper pricing at: www.wasterecyclingnews.com/secondaryfiber/prices.html.

Thus the scrap value for each commodity is:

Multiplied

by the percentage**, of the corresponding commodity described above, from the recovered fiber paper materials including: PS1, PS8, and PS11 (CONTAMINATION not included in the stream); to determine the weighted commodity scrap value for each commodity;

Then, all the weighted commodity scrap values are:

Summed.

- QIPP = Quality Incentive Payment Profit. $QIPP = (RSQ \times QIP)$
- RSQ = Revenue Share Percentage to the CITY, for Quality Incentive Payments. (Unit: 25%).
- QIP = All Quality Incentive Payments by the California State Department of Conservation Recycling Division (DOC), as per AB 3056, for eligible CITY-delivered MATERIALS, including but not limited to: color sorted glass (flint, amber, and green), plastic (PET, HDPE), and aluminum containers. (Unit: \$/GROSS TON). The sum of all the weighted QIPs for each commodity determines the total QIP. As of January 2007 the following rates shall be applicable for all eligible material within CITY-delivered MATERIALS:
- \$125/ALUMINUM TON* for aluminum,
 \$60/GLASS TON* for glass (including all color sorted flint, amber and green glasses),
 \$180/ PLASTIC TON* for PET plastic, as well as natural and colored HDPE plastic containers.

Thus the rates for each commodity, as stated above, shall be:

Multiplied

by the percentage**, of each corresponding commodity as stated above; to determine the weighted QIP for each commodity;

Then, all the weighted QIPs, for each commodity, are:

Summed.

- C = *Percentage** of CONTAMINATION/RESIDUE within CITY-delivered MATERIAL. (Unit: %)*
- CRVP = California Redemption Value Increase Profit. $CRVP = [RSC \times (CRV_{new} - CRV_{old})]$
- RSC = California Redemption Value Profit Sharing Percentage (Unit: 50%).
- CRV_{new} = All CRV payments by the DOC for eligible CITY-delivered MATERIAL. (Unit: \$/GROSS TON). This includes but is not limited to: color sorted glass (flint, amber,

and green), mixed glass, plastic (PET, HDPE), and aluminum containers. The sum of all the weighted CRV values for each eligible commodity determines CRV_{DCW}. As of January 2007 the following statewide average commingled rates, for curbside programs only, shall be applicable to all eligible material retaining CRV value within CITY-delivered MATERIALS:

\$1.48/lb.* for aluminum,
\$0.049/lb.* for glass (including color sorted and mixed glass),
\$0.67/lb.* for PET plastic,
\$0.08/lb.* for HDPE plastic.

Thus the rates for each commodity, as stated above, shall be:

Multiplied

by the percentage**, of the corresponding commodity stated above; to determine the weighted CRV value for each commodity;

Then, all the CRV values, for each commodity, are:

Multiplied

by 2,000 lb/TON to convert into proper units for computation.

Then, all the converted CRV values, for each commodity, are:

Summed.

CRV_{old} =

All CRV payments by the DOC for eligible CITY-delivered MATERIAL. (Unit: \$/GROSS TON). This includes but is not limited to glass, plastic (PET, HDPE), and aluminum containers. The sum of all the weighted CRV values for each eligible commodity determines CRV_{old}. The following Statewide average rates determined by the DOC prior to January 2007 shall be used to calculate CRV_{old}:

\$1.20/lb.* for aluminum,
\$0.04/lb.* for glass (including color sorted and mixed glass),
\$0.52/lb.* for PET plastic,
\$0.07/lb.* for HDPE plastic.

Thus the rate for each commodity as stated above, shall be:

Multiplied

by the percentage**, of the corresponding commodity as stated above; to determine the weighted CRV value for each commodity;

Then, all the weighted CRV values, for each commodity, are:

Multiplied

by 2,000 lb/TON to convert into proper units for computation.

Then, all the converted CRV values, for each commodity, are:

Summed.

In the case that CRV_{new} is less than CRV_{old}, payments for CRV shall not be included in the EQUATION.

Endnotes:

* All CRV and QIP rates are determined by the DOC. Any changes made to these rates and/or related commodities by the DOC shall be applicable immediately.

** All percentages of commodities, within the stream of CITY-delivered MATERIAL, are determined by monthly Commodity Reports, proper DR-6 and DOR 56 Forms provided by the CONTRACTOR and verified by quarterly WASTE CHARACTERIZATION studies.

Condition 1: FPV greater than PUC

Equations: $VM = MFP + FPCP + QIPP + CRVP$

- $FPCP = [RSF \times (FPV - PUC)]$
- $QIPP = (RSQ \times QIP)$
- $CRVP = [RSC \times (CRV_{new} - CRV_{old})]$

Given: $MFP = \$25.00/\text{GROSS TON}$
 $FPV = \$98.72/\text{GROSS TON}$ (based on assumed values; see Attachment B, Table 1)
 $PUC = \$85.00/\text{GROSS TON}$
 $RSF = 50\%$
 $QIP = \$8.11/\text{GROSS TON}$ (based on assumed values; see Attachment B, Table 1)
 $RSQ = 25\%$
 $CRV_{new} = \$80.32/\text{GROSS TON}$ (based on assumed values; see Attachment B, Table 1)
 $CRV_{old} = \$67.80/\text{GROSS TON}$ (based on assumed values; see Attachment B, Table 1)
 $RSC = 50\%$

Solution:

$$VM = MFP + FPCP + QIPP + CRVP$$

- $FPCP = [RSF \times (FPV - PUC)]$
- $QIPP = (RSQ \times QIP)$
- $CRVP = [RSC \times (CRV_{new} - CRV_{old})]$

$$VM = \$25.00 + [0.50 \times (\$98.72 - \$85.00)] + (0.25 \times \$8.11) + [0.50 \times (\$80.32 - \$67.80)]$$

= \$40.15 GROSS TON of delivered CITY MATERIAL
(Unit Revenue payable to the CITY.)

Condition 2: FPV is equal to or less than PUC

Equations: $VM = MFP + FPCP + QIPP + CRVP$

- $FPCP = [RSF \times (FPV - PUC)] = 0$
- $QIPP = (RSQ \times QIP)$
- $CRVP = [RSC \times (CRV_{new} - CRV_{old})]$

Given: $MFP = \$25.00/\text{GROSS TON}$
 $FPV = \$71.15/\text{GROSS TON}$ (based on assumed values; see Attachment B, Table 2)
 $PUC = \$85.00/\text{GROSS TON}$
 $RSF = 50\%$
 $QIP = \$8.11/\text{GROSS TON}$ (based on assumed values; see Attachment B, Table 2)
 $RSQ = 25\%$
 $CRV_{new} = \$80.32/\text{GROSS TON}$ (based on assumed values; see Attachment B, Table 2)
 $CRV_{old} = \$67.80/\text{GROSS TON}$ (based on assumed values; see Attachment B, Table 2)
 $RSC = 50\%$

Solution:

$$\begin{aligned}
 VM &= MFP + FPCP + QIPP + CRVP - \\
 &\quad \begin{aligned}
 &\blacksquare FPCP = [RSF \times (FPV - PUC)] = 0 \\
 &\blacksquare QIPP = (RSQ \times QIP) \\
 &\blacksquare CRVP = [RSC \times (CRV_{new} - CRV_{old})]
 \end{aligned}
 \end{aligned}$$

$$VM = \$25.00 + [0.50 \times (\$71.15 - \$85.00)] + (0.25 \times \$8.11) + [0.50 \times (\$80.32 - \$67.80)]$$

When FPV is equal or less than PUC, then FPCP is equal to zero.

VM = \$33.29 GROSS TON of delivered CITY MATERIAL.
(Unit Revenue payable to the CITY.)

**ATTACHMENT B – PAYMENT SPREADSHEET AND THE COMMODITY REPORT
EXAMPLES**

Table 1 - Example Under Condition 1

Table 2 - Example Under Condition 2

Table 3 - Monthly Commodity Report

Table 1 - Example Under Condition 1: FPV > PUC

Month of January 2007					
Assumptions					
Item	LBS	Tons	PCT. (%)	Item	Price (\$/Gross Ton)
Total Delivered	2,000,000	1000.00	100.00%	Minimum Floor Price (MFP)	\$25.00
Net Recyclables	1,660,000	830.00	83.00%	Processing Unit Cost (PUC)	\$85.00
Contamination	340,000	170.00	17.00%	Disposal Fee	\$30.61
FPV					
Commodity	LBS	Tons	PCT. (%)	Commodity Scrap Value (\$/Ton)	Weighted Commodity Scrap Value (\$/Gross Ton)
	a	b	c	d	(c*d)
News Paper (PS 8)	3,180,000	300.00	46.15%	\$103.33	\$47.69
Mixed Paper (PS 1)	1,500,000	150.00	23.08%	\$86.67	\$20.00
Corrugated (PS 11)	1,300,000	200.00	30.77%	\$100.83	\$31.02
Total FPV	5,980,000	650.00	100.00%		\$98.72
QIP					
Commodity	LBS	Tons	PCT. (%)	QIP Rates (\$/Ton)	Weighted QIP (\$/Gross Ton)
	a	b	c	d	(c*d)
Flint Glass	30,000	15.00	1.50%	\$28.80	\$0.43
Amber Glass	30,000	15.00	1.50%	\$28.80	\$0.43
Green Glass	40,000	20.00	2.00%	\$28.80	\$0.58
Aluminum Containers	20,000	10.00	1.00%	\$119.38	\$1.19
PET Containers	60,000	30.00	3.00%	\$135.54	\$4.07
HDPE Natural	60,000	30.00	3.00%	\$28.26	\$0.85
HDPE Colored	40,000	20.00	2.00%	\$28.26	\$0.57
Total QIP	280,000	140.00			\$8.11
CRV _{new} and CRV _{old}					
Commodity	LBS	Tons	PCT. (%)	CRV Payment Rates (\$/lb)	Weighted CRV (\$/Gross Ton)
	a	b	c	d	(c*d)*2000 lb/Ton
CRV _{new}					
Flint Glass	30,000	15.00	1.50%	\$0.048	\$1.44
Amber Glass	30,000	15.00	1.50%	\$0.048	\$1.44
Green Glass	40,000	20.00	2.00%	\$0.048	\$1.92
Mixed Glass	40,000	20.00	2.00%	\$0.048	\$1.92
Aluminum Containers	20,000	10.00	1.00%	\$1.440	\$28.80
PET Containers	60,000	30.00	3.00%	\$0.630	\$37.80
HDPE Containers	100,000	50.00	5.00%	\$0.070	\$7.00
Total CRV_{new}	320,000	160.00			\$80.32
CRV _{old}					
Flint Glass	30,000	15.00	1.50%	\$0.040	\$1.20
Amber Glass	30,000	15.00	1.50%	\$0.040	\$1.20
Green Glass	40,000	20.00	2.00%	\$0.040	\$1.60
Mixed Glass	40,000	20.00	2.00%	\$0.040	\$1.60
Aluminum Containers	20,000	10.00	1.00%	\$1.200	\$24.00
PET Containers	60,000	30.00	3.00%	\$0.520	\$31.20
HDPE Containers	100,000	50.00	5.00%	\$0.070	\$7.00
Total CRV_{old}	320,000	160.00			\$67.80
Calculation					
VM = Value of Material VM = MEP + FPCP + QIPP + CRVP					
MEP					
Minimum Delivered Material Unit Floor Price				(MFP)	\$25.00
FPCP = RSE*(FPV - PUC)					
Fiber Commodity Unit Value				(FPV)	\$98.72
Processor's Unit Cost				(PUC)	\$85.00
Commodity Unit Profit				(FPV - PUC)	\$13.72
Fiber Paper Profit Sharing Percentage				(RSF)	50%
City Share of Unit Fiber Paper Revenue Per Gross Ton				(FPCP)	\$6.86
QIPP = RSQ * QIP					
Quality Incentive Payment Unit Value				(QIP)	\$8.11
Quality Incentive Payment Sharing Percentage				(RSQ)	25%
City Share of Unit Quality Incentive Payment Per Gross Ton				(QIPP)	\$2.03
CRVP = RSC*(CRV _{new} - CRV _{old})					
Total CRV Increase Profit				(CRV _{new}) - (CRV _{old})	\$12.52
CRV Increase Sharing Percentage				(RSC)	50%
City Share of Unit CRV Increase Per Gross Ton				(CRVP)	\$6.26
Unit Value of Material Per Gross Ton					
				(VM)	\$40.15
Gross Tonnage Delivered					1000.00
Revenue to City					\$40,146.31
Note 1: Published Fibers Prices from Waste News, Secondary Fibers Pricing					
Note 2: Assumed Values (To be determined by Monthly Commodity Reports and verified by Waste Characterization Studies)					
Note 3: Assumed Values (To be determined by Department of Conservation)					

CR&R Harbor Wasteshed Monthly Payment Calculation Sheet

Table 2 - Example Under Condition 2: $FPV \leq PUC$

Month of January 2007					
Assumptions					
Item	LBS	Tons	PCT. (%) ²	Item	Price (\$/Gross Ton)
Total Delivered	2,000,000	1000.00	100.00%	Minimum Floor Price (MFP)	\$25.00
Net Recyclables	1,660,000	830.00	83.00%	Processing Unit Cost (PUC)	\$85.00
Contamination	340,000	170.00	17.00%	Disposal Fee	\$30.61
FPV					
Commodity	LBS	Tons	PCT. (%) ²	Commodity Scrap Value (\$/Ton)	Weighted Commodity Scrap Value (\$/Gross Ton)
	a	b	c	d	(c*d)
News Paper (PS 8)	3,180,000	300.00	46.15%	\$75.00	\$34.62
Mixed Paper (PS 1)	1,500,000	150.00	23.08%	\$65.00	\$15.00
Corrugated (PS 11)	1,300,000	200.00	30.77%	\$70.00	\$21.54
Total FPV	5,980,000	650.00	100.00%		\$71.15
QIPP					
Commodity	LBS	Tons	PCT. (%) ²	QIP Rates (\$/Ton) ³	Weighted QIP (\$/Gross Ton)
	a	b	c	d	(c*d)
Flint Glass	30,000	15.00	1.50%	\$28.80	\$0.43
Amber Glass	30,000	15.00	1.50%	\$28.80	\$0.43
Green Glass	40,000	20.00	2.00%	\$28.80	\$0.58
Aluminum Cans	20,000	10.00	1.00%	\$119.36	\$1.19
PET Containers	60,000	30.00	3.00%	\$135.54	\$4.07
HDPE Natural	60,000	30.00	3.00%	\$28.26	\$0.85
HDPE Colored	40,000	20.00	2.00%	\$28.26	\$0.57
Total QIPP	280,000	140.00			\$8.11
CRVP					
Commodity	LBS	Tons	PCT. (%) ²	CRV Payment Rates (\$/lb) ³	Weighted CRV (\$/Gross Ton)
	a	b	c	d	(c*d)*2000 lb/Ton
CRV _{new}					
Flint Glass	30,000	15.00	1.50%	\$0.048	\$1.44
Amber Glass	30,000	15.00	1.50%	\$0.048	\$1.44
Green Glass	40,000	20.00	2.00%	\$0.048	\$1.92
Mixed Glass	40,000	20.00	2.00%	\$0.048	\$1.92
Aluminum Containers	20,000	10.00	1.00%	\$1.440	\$28.80
PET Containers	60,000	30.00	3.00%	\$0.630	\$37.80
HDPE Containers	100,000	50.00	5.00%	\$0.070	\$7.00
Total CRV_{new}	320,000	160.00			\$80.32
CRV _{old}					
Flint Glass	30,000	15.00	1.50%	\$0.04	\$1.20
Amber Glass	30,000	15.00	1.50%	\$0.04	\$1.20
Green Glass	40,000	20.00	2.00%	\$0.04	\$1.60
Mixed Glass	40,000	20.00	2.00%	\$0.04	\$1.60
Aluminum Containers	20,000	10.00	1.00%	\$1.20	\$24.00
PET Containers	60,000	30.00	3.00%	\$0.52	\$31.20
HDPE Containers	100,000	50.00	5.00%	\$0.07	\$7.00
Total CRV_{old}	320,000	160.00			\$67.80
Calculation					
VM = Value of Material VM = MFP + FPCP + QIPP + CRVP					
MFP				(MFP)	\$25.00
Minimum Delivered Material Unit Floor Price				(MFP)	\$25.00
FPCP = RSF*(FPV - PUC)					
Fiber Commodity Unit Value				(FPV)	\$71.15
Processor's Unit Cost				(PUC)	\$85.00
Commodity Unit Profit				(FPV - PUC)	\$0.00
Fiber Paper Profit Sharing Percentage				(RSF)	50%
City Share of Unit Fiber Paper Revenue Per Gross Ton				(FPCP)	\$0.00
QIPP = RSQ*QIP					
Quality Incentive Payment Unit Value				(QIP)	\$8.11
Quality Incentive Payment Sharing Percentage				(RSQ)	25%
City Share of Unit Quality Incentive Payment Per Gross Ton				(QIPP)	\$2.03
CRVP = RSC*(CRV_{new} - CRV_{old})					
Total CRV Increase Profit				(CRV _{new} - CRV _{old})	\$12.52
CRV Increase Sharing Percentage				(RSC)	50%
City Share of Unit CRV Increase Per Gross Ton				(CRVP)	\$6.26
Unit Value of Material Per Gross Ton				(VM)	\$33.29
Gross Tonnage Delivered					1000.00
Revenue to City					\$33,288.24
Note 1: Published Fibers Prices from Waste News, Secondary Fibers Pricing					
Note 2: Assumed Values (To be determined by Monthly Commodity Reports and verified by Waste Characterization Studies)					
Note 3: Assumed Values (To be determined by Department of Conservation)					

Table 3				
Example CR&R Monthly Commodity Report for Harbor Wasteshed				
Month of January 2007				
Commodity		LBS	Tons	PCT. (%)
Fibers	Corrugated Cardboard	400000	200	20.00%
	Newspaper	600000	300	30.00%
	Mixed Paper	300000	150	15.00%
Glass	Flint Glass	30000	15	1.50%
	Green Glass	40000	20	2.00%
	Amber Glass	30000	15	1.50%
	Mixed Glass	40000	20	2.00%
Metal	Steel and Tin	2000	1	0.10%
	Aluminum Cans	20000	10	1.00%
	Aluminum Foil	10000	5	0.50%
	Scrap Metal	8000	4	0.40%
Plastic	Natural HDPE Containers	60000	30	3.00%
	Color HDPE Containers	40000	20	2.00%
	PET Containers	60000	30	3.00%
	Film Plastic	10000	5	0.50%
	Plastic #3-# 7	10000	5	0.50%
Contamination		340000	170	17.00%
Total Recyclables		1660000	830	83.00%
Total		2000000	1000	100.00%

**ATTACHMENT E – AFFIRMATIVE ACTION, EQUAL EMPLOYMENT
OPPORTUNITY, NONDISCRIMINATION**

CITY OF LOS ANGELES

Awarding Dept: Sanitation
 Dept. Contact: Michael Lee 213) 485-3079
 MS: _____ OCC#: _____

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and non-construction contracts from \$1,000 to under \$100,000, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.

IX Subcontractors:

1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
2. the contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

JE. Equal Employment Opportunity Officer:

Please be advised that CARLOS LIMA V.P. OF HUMAN RESOURCES is hereby
 NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at

11292 WESTERN AVENUE

(800) 826-9677

WORK ADDRESS

TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: ☒ City Plan; ☐ Company Plan.
5. The information contained herein is true and correct.

THE COMPANY AFFIRMS IT WILL COMPLY WITH ITEMS 1-5 IF AWARDED THE CONTRACT.

AH Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

CR&R INCORPORATED

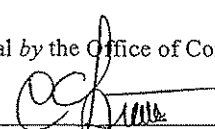
COMPANY NAME

11292 WESTERN AVENUE

ADDRESS

STANTON, CA 90680

CITY, COUNTY, STATE, ZIP


 AUTHORIZED SIGNATURE

CARLOS LIMA, V.P. H.R.

NAMR AND TITLE (TYPE OR PRINT)

(800) 826-9677

A-1

TELEPHONE

11/2/09

DATE

☒ PRIME ☐ SUB

TOTAL COMPOSITION OF WORK FORCE

Contractor **CR&R INCORPORATED** Project Title **Length of Contract**
 Contractor Address **12739 LAKE LAND ROAD** Work Force as of (Date) **11/2/09**
 Note: J-Journeyman, A-Apprentice, T-Trainee, F-Female, M-Male) **FOR CONSTRUCTION PROJECTS (L.A. County Only)**
 If you have no employees, write "no employee at this time."

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN/PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	J	A	T	J	T	J	A	T	J	A	J	A	J	A	T	M
CRAFT																
Brick Layers																
Carpenters																
Electricians																
Gunite Workers																
Iron Worker																
Laborers																
Operator Engineers																
Painters																
Pipe Trades																
Plasters / Cement Masons																
Sheet Metal Workers																
Teamsters																
Supervisory																
TOTAL																

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
OCCUPATION																
Official & Managers	3		31		3		0		45		82		45%		73	9
Professionals	2		8		5		0		5		20		75%		15	5
Technicians	0		0		1		0		1		2		50%		2	0
Sales Workers	0		1		1		0		10		12		17%		10	2
Office/Clerical	2		46		1		0		19		68		72%		25	43
Semi-Skilled	3		492		5		0		82		582		86%		577	5
Laborers (Unskilled)	0		305		2		0		5		312		98%		293	19
Service Waiters	0		0		0		0		0		0		--			
TOTAL	10		883		18		0		167		1078		85%		995	83

Employment statistics were obtained from:

☒ Available Records ☐ Visual Check ☐ Other (Specify) _____

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$10,000

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the 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, domestic partner status, or medical condition.
 1. This provision applies to work or service performed or materials manufactured 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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, domestic partner 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, the 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, domestic partner status, or medical condition.
- D. The 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 the 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 has been given to the contractor.
- F. Upon a finding duly made that the 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 of Los Angeles. 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 said 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, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- 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, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance of its 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. 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.

AFFIRMATIVE ACTION PROGRAM PROVISIONS

Construction Contracts of \$5,090 or More and
Nonconstruction Contracts of \$100,000 or More*

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provision of such contract:

- A. During the performance of a City contract the contractor certifies and represents that (he, she, 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, domestic partner 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. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the 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, domestic partner status, or medical condition.
 - C. As part of the City's supplier registration process, and/or at the request of the authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the 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, domestic partner status, or medical condition.
 - D. The 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 the contractor.
 - F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. 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 of Los Angeles 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 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 the 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 the contractor by the City of Los Angeles 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 of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
 - I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
3. 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. The 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, 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, the contractor may submit documentation that 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, the 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) A 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 the 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 its 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 to minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's 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 forces 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. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractor subject to the provisions of this section shall include a like provision in all subcontracts awarded for the 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.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section, and which, by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of fee contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action is Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council -within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia, of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith, and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts and measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union, with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

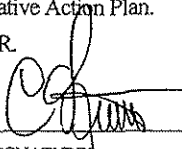
- b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
- e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure, the contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan,
8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract
9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (If Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22359 through 22359.5 of this Code.
14. 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 obligation, 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.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

BUT WILL DEVELOP ITS OWN IF THE CONTRACT IS AWARDED TO CR&R.

11/2/09
DATE


OFFICER'S SIGNATURES

CR&R INCORPORATED
FIRM NAME

CARLOS LIMA, V.P. H.R.
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

ATTACHMENT H – EQUAL BENEFITS ORDINANCE

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

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement if responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: BUREAU OF SANITATION Contact/Phone: MICHAEL LEE 213-485-309

SECTION 1. CONTACT INFORMATION

Company Name: CR&R INCORPORATED

Company Address: 11292 WESTERN AVE

City: STANTON State: CA Zip: 90680

Contact Person: CARLOS LIMA Phone: (800) 826-9677 Fax: _____

I am a one-person contractor, and I have no employees. ☐ Yes ☒ No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: 1,050

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☒ Yes ☐ No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? ☒ Yes ☐ No
If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently, provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT PARKED. Without proper documentation for each carrier and each benefit marked, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- ☐ a. Request additional time to comply with the EBO. Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- ☐ b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent. Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBQ-2) and supporting documentation with this Compliance Form.
- ☐ c. Comply on a Contract-by-Contract Basis. Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
 - ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 2ND day of NOVEMBER, in the year 2009, at STANTON, CA
(City) (State)

Signature

CARLOS LIMA

Name Of Signatory (please print)

V.P. HUMAN RESOURCES

Title

11292 WESTERN AVENUE

Mailing Address

STANTON, CA 90680

City, State, Zip Code

95-231687B

Federal ID Number

ATTACHMENT K – MBE/WBE/OBE WAIVER OF REQUIREMENT

MAYORS OFFICE
Amy Howard - Harbor Wasteshed - LA OPS

X: 213-978-0690
LA Waiver form.xls

Mar 10 2007 12:33 P.03

AIDS Coordinators Office
333 S. Spring Street
Los Angeles, CA 90013

DATE: 4 Oct 06

TO: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT
ATTN: DAVID MORA

FROM: Miguel Zermeno, Project Manager
Stephanie Ziliotto

(213) 473-7943 NEW Telephone Number (213) 473-7943

Phone: (213) 473-7943 Fax: (213) 473-7945

SUBJECT: MBE/WBE/OBE RECOMMENDATION FOR GOOD FAITH EFFORT CONTRACT NO.
In compliance with Executive Directive No. 2001-28, City of Los Angeles Minority, Women and Other
Business Enterprise (MBE/WBE/OBE) Program, please fill out the following:

1. Title of Project: Selling of City-Collected "Single-Stream" Recyclable Materials - Harbor Wasteshed
2. This project will be advertised as an: RFB ☒ RFP ☒ RFQ ☐ Other:
3. Type of Contract: Procurement ☒ Personal Services ☐ Construction ☐
4. Projected total amount of the contract: over \$100K Estimated duration of project: Three (3) years,
with an option to renew for an additional 3 years
5. Significant Dates:
Estimated date of pre-bid or job walk meeting: TBD
Estimated date that bids or proposals are due: TBD
6. Recommendations:
MBE/WBE/OBE encouragement: _____
Justify why encouragement:
☒ Technical Requirement ☐ Lack of available subcontractors
☒ Lack of available subcontract sub-supply opportunities ☐ One product single point of distribution
Other: No facilities and equipment available in the City.
7. MBE/WBE/OBE Good Faith Effort required: Sole source contract.
8. Is this ☒ New Contract ☐ Renewal ☐ Other
9. Name of previous contractor: Community Recycling Length of previous contract: 3 years Value of previous

TO: AIDS Coordinators Office
ATTN: Miguel Zermeno
FROM: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

☒ Recommendation approved ☐ Available Subs ☐ Initials
☐ Recommendation disapproved ☐ Available Opportunities ☐ Initials

Other Comment: _____

By: Amy H. Richardson Date: 3/8/06 Tel. No.: 213/978-1494

MBE/WBE/OBE
SUBCONTRACTORS INFORMATION FORM
SCHEDULE A

~~CONTRACT~~ END
12/2010

HARBOR WASTESHD MARKETING AND PROCESSING OF RESIDENTIAL

RFP/RFO Title SINGLE STREAM COMMINGLED RECYCLABLE MATERIAL	
Proposer CR&R INC	Address 11292 WESTERN AVE STANTON CA 90680
Contact Person BOB WILLIAMS	Phone/Fax PH 714 826-9049 FX 714 903-2507

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
POTENTIAL IND. 922 EAST STREET WILMINGTON CA 90748	SORTING/SALE RECYCLABLE MATERIAL	OBE	—	\$540,000

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 540,000	33%
TOTAL WBE AMOUNT	\$	%
BASE BID AMOUNT	\$ 1,620,000	

Bob Williams

Signature of Person Completing this Form

D. L. OF Recy

Title Date 3/16/2010

MUST BE SUBMITTED WITH PROPOSAL

**MBE/WBE/OBE
SUBCONTRACTORS INFORMATION FORM
SCHEDULE A**

*Contract
Start
12/2011*

HARBOR WASTEWATER MARKET AND PROCESSING OF RESIDENTIAL

RFP/RFO Title *SINGLE STREAM COMMINGLED RECYCLABLE MATERIAL*

Proposer <i>CR & R INC</i>	Address <i>11292 WESTERN AVE STANTON CA 90680</i>
Contact Person <i>BOB WILLIAMS</i>	Phone/Fax <i>PH 714 826-9049 FX 714-403-2507</i>

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
<i>POTENTIAL LTD 922 EAST E STREET WILMINGTON CA 90748</i>	<i>Sorting/Sale RECYCLABLE MATERIAL</i>	<i>OBE</i>	<i>-</i>	<i>540,000</i>

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	<i>\$ 540,000</i>	<i>33 %</i>
TOTAL WBE AMOUNT	<i>\$</i>	<i>%</i>
BASE BID AMOUNT	<i>\$ 1,620,000</i>	


Bob Williams
Signature of Person Completing this Form

Dir of Recy *3/16/2010*
Title Date

MUST BE SUBMITTED WITH PROPOSAL

ATTACHMENT L – LOBBYING ORDINANCE

MIKE LEE

	City Ethics Commission 260 N Spring Street City Hall - 24th Floor Los Angeles, CA 90012 Mail Stop 125 (213) 878-1960	<h2 style="margin: 0;">Bidder Certification</h2> <h3 style="margin: 0;">CEC Form 50</h3>
Bureau of Sanitation / DPW		
Bid/Contract Number: <u>C-112957</u>	Department: <u>SOLID WASTE AND RECYCLING</u>	
Name of Bidder: <u>CR&R INC</u>	Phone: <u>714-826-9049</u>	
Address: <u>11292 WESTERN AVE, STANTON CA 90815</u>		
Email: <u>bobw@CRMA-1.com</u>		
<h4 style="margin: 0;">CERTIFICATION</h4> <p>I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:</p> <p>A. I am a person or entity that is applying for a contract with the City of Los Angeles.</p> <p>B. The contract for which I am applying is an agreement for one of the following:</p> <ol style="list-style-type: none"> 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]: <ol style="list-style-type: none"> a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services: <ol style="list-style-type: none"> 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). <p>C. The value and duration of the contract for which I am applying is one of the following:</p> <ol style="list-style-type: none"> 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. <p>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.</p>		
Date: <u>4/27/09</u>	Signature: <u>Bob Williams</u> Name: <u>BOB WILLIAMS</u> Title: <u>DIR OF RECYCLING</u>	
<small>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.</small>		

**SUPPLEMENTAL AGREEMENT
TO AGREEMENT NUMBER C-112960
BETWEEN THE CITY OF LOS ANGELES
AND
CITY FIBERS, INC.**

THIS SUPPLEMENTAL AGREEMENT to Contract C-112960 between the Bureau of Sanitation, Department of Public Works, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as the "City"), and City Fibers, Inc. (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, on August 30, 2006, the City released a Request for Proposals (RFP) to qualified and interested parties for the marketing and processing of residential single stream commingled recyclable materials from the East Valley, West Valley, North Central, Harbor, and South Los Angeles wastesheds; and

WHEREAS, on November 27, 2006, one (1) proposal was received by the City for the West Valley wasteshed; and

WHEREAS, City Fibers, Inc. was determined to be a qualified proposer through the evaluation criteria specified in the RFP; and

WHEREAS, on October 1, 2007, the Board of Public Works (Board) approved and forwarded a report to the Mayor and City Council with the request that the Board be authorized to execute and award a three (3) year personal services contract with one (1) option to renew for an additional three (3) years with Contractor for the marketing and processing of residential single stream commingled recyclable materials from the West Valley wasteshed; and

WHEREAS, on December 24, 2007, Contract C-112960 was executed for the term December 1, 2007 through November 30, 2010; and

WHEREAS, on December 10, 2010, the three (3) year renewal option was exercised and Amendment No.1 to Contract C-112960 was executed, effective December 1, 2010 through November 30, 2013; and

WHEREAS, on November 30, 2013, the contract will expire; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform the scope of services specified in the original contract and its amendment; and

WHEREAS, the Contractor has performed the required services in a competent and satisfactory manner; and

WHEREAS, the services to process and market residential recyclable materials are critical and must be retained and continued without interruption; and

WHEREAS, the City desires to retain the Contractor to provide the required professional and technical services in connection with the scope of services as outlined in the original contract and its amendment;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-112960, as follows:

1. Incorporation of Original Agreements

Original Contract C-112960 and Amendment No. 1 to C-112960 are hereby incorporated by reference in its entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

2. Term

The Supplemental Agreement shall extend the contract with City Fibers, Inc. for two (2) years, effective December 1, 2013 through November 30, 2015.

The Supplemental Agreement may be terminated by the City if new contracts are fully executed for similar services before the end date of this Agreement, November 30, 2015. The City will provide the Contractor written notification no less than thirty (30) calendar days before the intended termination date. Upon receipt of the 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 under this Supplemental Agreement.

3. Contract Amount

There is no additional cost to extend the term of this Agreement as this is a revenue generating contract. With the execution of this Agreement, the City shall continue to generate revenue from the sale of the recyclable materials.

4. Compensation

The Contractor shall pay the City for the recyclable materials accepted at its facility in accordance with the contract. Payment(s) shall be sent to:

City of Los Angeles - Bureau of Sanitation
Solid Resources Support Services Division
1149 S. Broadway, Suite 500 (MS 521)
Los Angeles, CA 90015
Attn: Michael Lee

5. Ratification

At the City's request, Contractor has continued performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

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

THE CITY OF LOS ANGELES

City Fibers, Inc.

By: _____
Commissioner
Board of Public Works

By: _____
David T. Jones
Title: _____

Date: _____

Date: _____

By: _____
Commissioner
Board of Public Works

Date: _____

APPROVED AS TO FORM

ATTEST:

MICHAEL N. FEUER, City Attorney

JUNE LAGMAY, City Clerk

By: _____
John A. Carvalho
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

1

**SUPPLEMENTAL AGREEMENT
TO AGREEMENT NUMBER C-112958
BETWEEN THE CITY OF LOS ANGELES
AND
BESTWAY RECYCLING COMPANY, INC.**

THIS SUPPLEMENTAL AGREEMENT to Contract C-112958 between the Bureau of Sanitation, Department of Public Works, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as the "City"), and Bestway Recycling Company, Inc. (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, on August 30, 2006, the City released a Request for Proposals (RFP) to qualified and interested parties for the marketing and processing of residential single stream commingled recyclable materials from the East Valley, West Valley, North Central, Harbor, and South Los Angeles wastesheds; and

WHEREAS, on November 27, 2006, two (2) proposals were received by the City for the North Central wasteshed; and

WHEREAS, Bestway Recycling Company, Inc. was determined to be a qualified proposer through the evaluation criteria stated in RFP; and

WHEREAS, on October 1, 2007, the Board of Public Works (Board) approved and forwarded a report to the Mayor and City Council with the request that the Board be authorized to execute and award a three (3) year personal services contract with one (1) option to renew for an additional three (3) years with Contractor for the marketing and processing of residential single stream commingled recyclable materials from the North Central wasteshed; and

WHEREAS, on December 24, 2007, Contract C-112958 was executed for the term December 1, 2007 through November 30, 2010; and

WHEREAS, on January 3, 2011, the three (3) year renewal option was exercised and Amendment No.1 to Contract C-112958 was executed effective December 1, 2010 through November 30, 2013; and

WHEREAS, on November 30, 2013, the contract will expire; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform the scope of services specified in the original contract and its amendment; and

WHEREAS, the Contractor has performed the required services in a competent and satisfactory manner; and

WHEREAS, the services to process and market residential recyclable materials are critical, and must be retained and continued without interruption; and

WHEREAS, the City desires to retain the Contractor to provide the required professional and technical services in connection with the scope of services as outlined in the original contract and its amendment;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-112958, as follows:

1. Incorporation of Original Agreement

Original Contract C-112958 and Amendment No. 1 to C-112958 are hereby incorporated by reference in its entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

2. Term

The Supplemental Agreement shall extend the City's contract with Bestway Recycling Company, Inc. for two (2) years effective December 1, 2013 through November 30, 2015.

The Supplemental Agreement may be terminated by the City if a new contract is fully executed for similar services before the end date of this Agreement, November 30, 2015. The City will provide the Contractor a written notification no less than thirty (30) calendar days before the intended termination date. Upon receipt of the 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 under this Supplemental Agreement.

3. Contract Amount

There is no additional cost to extend the term of this Agreement as this is a revenue generating contract. With the execution of this Agreement, the City shall continue to generate revenue from the sale of the recyclable materials.

4. Compensation

The Contractor shall pay the City for the recyclable materials accepted at its facility in accordance with the contract. Payment(s) shall be sent to:

City of Los Angeles - Bureau of Sanitation
Solid Resources Support Services Division
1149 S. Broadway, Suite 500 (MS 521)
Los Angeles, CA 90015
Attn: Michael Lee

5. Ratification

At the City's request, the Contractor has continued performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

1. The first part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

11

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

THE CITY OF LOS ANGELES

BESTWAY RECYCLING COMPANY, INC.

By: _____
Commissioner
Board of Public Works

By: _____
David Kim
Title: _____

Date: _____

Date: _____

By: _____
Commissioner
Board of Public Works

Date: _____

APPROVED AS TO FORM

ATTEST:

MICHAEL N. FEUER, City Attorney

JUNE LAGMAY, City Clerk

By: _____
John A. Carvalho
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

10/10/10

1

**SUPPLEMENTAL AGREEMENT
TO AGREEMENT NUMBER C-112957
BETWEEN THE CITY OF LOS ANGELES
AND
CR&R, INC.**

THIS SUPPLEMENTAL AGREEMENT to Contract C-112957 between the Bureau of Sanitation, Department of Public Works, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as the "City"), and CR&R, Inc. (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, on August 30, 2006, the City released a Request for Proposals (RFP) to qualified and interested parties for the marketing and processing of residential single stream commingled recyclable materials from the East Valley, West Valley, North Central, Harbor, and South Los Angeles wastesheds; and

WHEREAS, on November 27, 2006, one (1) proposal was received by the City for the Harbor wasteshed; and

WHEREAS, CR&R, Inc. was determined to be a qualified proposer through the evaluation criteria specified in the RFP; and

WHEREAS, on October 1, 2007, the Board of Public Works (Board) approved and forwarded a report to the Mayor and City Council with the request that the Board be authorized to execute and award a three (3) year personal services contract with one (1) option to renew for an additional three (3) years with Contractor for the marketing and processing of residential single stream commingled recyclable materials from the Harbor wasteshed; and

WHEREAS, on December 24, 2007, Contract C-112957 was executed for the term December 24, 2007 through December 23, 2010; and

WHEREAS, on June 28, 2010 the three (3) year renewal option was exercised and Amendment No.1 to Contract C-112957 was executed, effective December 24, 2010 through December 23, 2013; and

WHEREAS, on December 23, 2013, the contract will expire; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform the scope of services specified in the original contract and its amendment; and

WHEREAS, the Contractor has performed the required services in a competent and satisfactory manner; and

WHEREAS, the services to process and market residential recyclable materials are critical and must be retained and continued without interruption; and

WHEREAS, the City desires to retain the Contractor to provide the required professional and technical services in connection with the scope of services as outlined in the original contract and its amendment;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-112957, as follows:

1. Incorporation of Original Agreements

Original Contract C-112957 and Amendment No. 1 to C-112957 are hereby incorporated by reference in its entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

2. Term

The Supplemental Agreement shall extend the contract with CR&R, Inc. for two (2) years effective December 24, 2013 through December 23, 2015.

The Supplemental Agreement may be terminated by the City if new contracts are fully executed for similar services before the end date of this Agreement, December 23, 2015. The City will provide the Contractor written notification no less than thirty (30) calendar days before the intended termination date. Upon receipt of the 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 under this Supplemental Agreement.

3. Contract Amount

There is no additional cost to extend the term of this Agreement as this is a revenue generating contract. With the execution of this Agreement, the City shall continue to generate revenue from the sale of the recyclable materials.

4. Compensation

The Contractor shall pay the City for the recyclable materials accepted at its facility in accordance with the contract. Payment(s) shall be sent to:

City of Los Angeles - Bureau of Sanitation
Solid Resources Support Services Division
1149 S. Broadway, Suite 500 (MS 521)
Los Angeles, CA 90015
Attn: Michael Lee

5. Ratification

At the City's request, Contractor has continued performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

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

THE CITY OF LOS ANGELES

CR&R, INC.

By: _____
Commissioner

Board of Public Works

By: _____
Bob Williams

Title:

Date: _____

Date: _____

By: _____
Commissioner
Board of Public Works

Date: _____

APPROVED AS TO FORM

ATTEST:

MICHAEL N. FEUER, City Attorney

JUNE LAGMAY, City Clerk

By: _____
John A. Carvalho
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

