

CONTRACT NO. C- _____

AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
MARIO TRUCKING CORP.
FOR
HAULING SERVICES

HAULING SERVICES AGREEMENT

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HAULING SERVICES AGREEMENT

This AGREEMENT, made and entered into by and between the City of Los Angeles, Bureau of Sanitation, Department of Public Works, a Municipal Corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "MARIO TRUCKING CORP." hereinafter referred to as the "CONTRACTOR"; is set forth as follows:

WITNESSETH

WHEREAS, the CITY has a need for contracting services for HAULING SERVICES for WASTE from CENTRAL LOS ANGELES RECYCLING & TRANSFER STATION (CLARTS) to DESIGNATED SITES; and

WHEREAS, the CITY is committed to providing WASTE transfer operations at CLARTS; and

WHEREAS, the CONTRACTOR's services are deemed to be vital to meet the CITY's commitment to continue the normal operation of CLARTS; and

WHEREAS, the CITY plans to utilize the CONTRACTOR to provide HAULING SERVICES for CLARTS, during the course of the CONTRACT term, 5 years with one 5-year renewal option; and

WHEREAS, on February 1, 2012, the Board of Public Works authorized the Bureau of Sanitation to distribute a Request for Proposals (RFP) for HAULING SERVICES; and

WHEREAS, on May 30, 2012, the Bureau of Sanitation received five (5) hauling proposals in response to the RFP; and

WHEREAS, on April 8, 2013, four firms were deemed the most qualified proposers to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFP; and

WHEREAS, the CONTRACTOR meets the State/Federal/Local requirements to perform the required services; and

WHEREAS, the services to be provided by CONTRACTOR are of an expert and technical nature; and

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

ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS

AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

ARTICLE 2 – DEFINITIONS

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

AGREEMENT/CONTRACT	This contractual agreement between the CITY and MARIO TRUCKING CORP. for HAULING SERVICES.
APPLICABLE LAW	All statutes, rules, regulations, permits, orders, air pollution control laws or requirements of the United States, State of California, CITY, County of Los Angeles, and all regional, county and local government authorities and agencies having applicable jurisdiction, that apply to

or govern the performance' of the CONTRACTOR'S and CITY'S respective obligations under this AGREEMENT.

BOARD

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

BUREAU

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

CALENDAR DAYS

Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight.

CHANGE IN LAW

The occurrence of any event or change in law specifically set forth below:

(a) the adoption, promulgation, modification, or change in judicial or administrative interpretation occurring after the CONTRACT execution date, which adoption, promulgation, codification, or change in judicial or administrative interpretation relates to any APPLICABLE LAW; or

(b) any order or judgment of any federal, state or local court, administrative agency or governmental body issued after the CONTRACT execution date, if:

(i) such order or judgment is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of any third party for whom the party relying thereon is directly

responsible; and

(ii) the party relying thereon, unless excused in writing from so doing by the other party, shall take or have taken, or shall cause or have caused to be taken, all reasonable actions in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as a willful misconduct or negligent action of such party) ; or

(c) the imposition by a governmental authority or agency of any new or different material conditions in connection with the issuance, renewal, or modification of any PERMIT after the CONTRACT execution date to the extent that such occurrence is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; or

(d) the failure of a governmental authority or agency to issue, or the suspension or termination of, any PERMIT after the Contract execution date, provided such failure to issue or the suspension or termination of any

PERMIT is not the result of the willful misconduct or negligent action or inaction of the party relying thereon or any third party for whom the party relying thereon is directly responsible.

It is specifically understood, however, that none of the following shall constitute a "Change in Law":

(i) the failure of a government authority to approve the Contractor's staffing plan or any changes therein over time; or

(ii) a change in the nature or severity of the actions typically taken by a Governmental Entity to enforce compliance with Applicable Law which was effective as of the Contract Date.

CITY

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

CLARTS	Central Los Angeles Recycling & Transfer Station
CONTRACTOR	MARIO TRUCKING CORP.
DESIGNATED SITE(S)	Any location designated by the CITY in accordance with ARTICLE 4, hereof, including, but not limited to, landfills, processing facilities and intermodal transfer stations set forth in Table A or as amended by the parties.
DIRECTOR	Director of the Bureau of Sanitation or his/her designated representative
HAULING SERVICES	The hauling of residual Municipal Solid Waste (MSW), green waste, and commercial waste from CLARTS using CONTRACTOR's vehicles, to a facility designated by the CITY for further processing and/or disposal services.
LEGAL HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated as such by the CITY, on which holidays the CITY does not collect CITY waste.
MBE/WBE/SBE/EBE/DVBE/	Minority/Women/Small/Emerging/Disabled
OBE	Veterans/Other Business Enterprises
PERMITS	All federal, State of California, local or any other pertinent governmental unit, permits, orders, licenses, and approvals required by APPLICABLE LAW (including, but not limited to, California Environmental Quality Act

(CEQA) for providing the services under this AGREEMENT.

PROJECT MANAGER

CITY'S designated representative for all issues related to this AGREEMENT

SUBCONTRACTOR

An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials to CONTRACTOR

WASTE

Municipal solid waste, commercial waste and green waste transported to designated sites

ARTICLE 3 – PROJECT DESCRIPTION

3.1 Site Description

The CITY owns and operates the CLARTS located on 2201 E. Washington Blvd., Los Angeles, CA 90021. CLARTS has a permitted capacity to accept 4,025 tons per day (tpd) of "nonhazardous solid waste" as defined by California Code of Regulations, Title 23, Chapter 3, Subchapter 15, Section 2523, adopted 11/26/84) which includes residential, commercial, industrial and demolition waste. Currently 2600 tpd of WASTE is transported from CLARTS to designated sites.

3.2 Description of CLARTS

CLARTS is a property consisting of approximately nine (9) acres site located on the south side of the I-10 (exit 15B toward Alameda St.) on East Washington, between South Alameda St. and East Santa Fe Avenue. The transfer station building occupies approximately 55,000 square feet of the CLARTS and is zoned within a Heavy Industrial (M3-I) area in the City of Los Angeles.

The transfer station, including all buildings and their appurtenances, located on site and all equipment and furnishings are designed to provide safe, continuous waste transfer operations. The CLARTS was built in 1989 and meets all current CITY building codes. Normal operating hours for the CLARTS are from 5:00 A.M. to 5:00 P.M. Monday to Friday. The CONTRACTOR and fueling trucks are permitted access and egress to the CLARTS during operating hours when the facility is staffed with CITY employees or security staff hired by the CITY.

3.3 CITY's Responsibilities to Maintain Control of the CLARTS

The CITY hereby represents that it controls the CLARTS. The CITY hereby represents that the CONTRACTOR'S use of the CLARTS, as authorized in this AGREEMENT, is in conformance with all local zoning requirements, and the terms and conditions of any and all site leases and deeds.

The CITY shall retain control of the CLARTS for the duration of this AGREEMENT.

3.4 Description of CONTRACTOR'S Equipment

The transfer trucks listed in table A are solely dedicated to the transportation of WASTE from the CLARTS to DESIGNATED SITES. The CONTRACTOR'S assignment of equipment listed in Table A to another facility or other operation, without prior notice and written approval by the CITY, shall be grounds for terminating this AGREEMENT with the CONTRACTOR. Upon written notification from the CITY that certain equipment will not be needed for the normal operation of CLARTS, the CONTRACTOR has the right to assign equipment listed in Table A to any other facility. However, the equipment shall be returned within one week upon written direction by the CITY that this equipment is needed to maintain normal operations at CLARTS. The CONTRACTOR shall have the right to replace the equipment listed in Table A with other comparable equipment after notifying the City. CONTRACTOR shall have a period of 90 days to replace equipment lost, due to total loss accidents and/or fire and theft.

At the CITY'S discretion, the CITY may refuse to allow transfer vehicles to operate at the CLARTS with a tare weight exceeding 32,000 lbs. for a truck

combined with a tipper trailer, and 36,000 lbs. for a truck combined with a walking floor trailer and a trailer length that is less than 48 feet. Spread axle trailers shall not be allowed.

TABLE A. CONTRACTOR'S EQUIPMENT

Count	Make	Model	Year	Engine Family
1	Freightliner	Cascadia	2009	
2	Freightliner	Cascadia	2009	
3	Freightliner	Cascadia	2009	
4	Freightliner	Columbia	2008	
5	Freightliner	Columbia	2008	
6	Freightliner	Columbia	2008	
7	Freightliner	Columbia	2007	
8	Freightliner	Columbia	2008	
9	Freightliner	Columbia	2008	
10	Freightliner	Columbia	2008	
11	Freightliner	Columbia	2008	
12	Freightliner	Columbia	2008	

ARTICLE 4 – RESPONSIBILITIES OF & SERVICES TO BE PERFORMED BY THE CONTRACTOR

Services shall include, but not be limited to the following:

- 4.1 CONTRACTOR shall perform the services described herein with a degree of skill and diligence normally employed by contractors performing the same or similar services.

The CONTRACTOR shall deliver all WASTE hereunder in such quantities and to such DESIGNATED SITES as designated solely by the CITY. Normally the CITY's dispatcher will designate the DESIGNATED SITE to which each load of WASTE is to be transported. The CONTRACTOR agrees to perform all deliveries of WASTE in a prompt and efficient manner. The CITY has commitments to various DESIGNATED SITES for daily volume and certain DESIGNATED SITES close early in the day due to certain limitations in place at the DESIGNATED SITES. Therefore, the CONTRACTOR shall adhere to its dispatch instructions. Unless the result of an occurrence beyond the control of CONTRACTOR, or due to an act or omission on the part of the CITY, if the CONTRACTOR does not deliver the load within a prompt and efficient period of time (taking into account the quantity of tractors and trailers required under this AGREEMENT, and the hours of operation and locations of the DESIGNATED SITES), or fails to follow instructions from the dispatcher of CITY on a recurring basis (more than one occurrence), the CITY may, in addition to other remedies available to the CITY, suspend the CONTRACTOR' right to haul WASTE from CLARTS and terminate this AGREEMENT and recover damages against the CONTRACTOR.

The CONTRACTOR agrees to provide at its own expense and to dedicate for exclusive use at CLARTS, a minimum of 12 vehicle/trailer units that are compliant with Federal, State and local regulations including those regarding Air Quality for purposes of performing services to CITY hereunder. Each vehicle/trailer unit shall be the appropriate size to fit in the CLARTS tunnel and under the port to avoid refuse spillage during loading. Each vehicle shall have the capacity to haul a 22 ton payload of WASTE for walking floor trailers, and 24 tons for tipper trailers, and the average payload for all the tractor/trailer units provided hereunder will not be less than 23 tons (fleet average). At the CITY'S request, the CONTRACTOR shall provide up to 50% of its CLARTS dedicated fleet to be equipped with tipper trailers. The CITY reserves the right to load the CONTRACTOR'S trailers to any weight of the CITY'S choosing that does not exceed legal limits. If overloading is the direct result of a scale error, scale malfunction or loading operator, the CONTRACTOR may at his own discretion submit a request for additional compensation to the PROJECT MANAGER to review for approval at the City's sole discretion. The CITY shall not be obligated to utilize the contracted capacity of the CONTRACTOR to haul WASTE. CONTRACTOR understands that other contract transportation service providers employed at CLARTS will haul WASTE for the CITY and this AGREEMENT is non-exclusive and has no guaranteed minimum.

The CONTRACTOR shall be responsible for placing its empty trailers in the loading tunnels at CLARTS in order for the CITY to load the WASTE into its trailers. CITY will tamp the load so as to allow CONTRACTOR to tarp its trailers.

The CONTRACTOR shall also be responsible for tarping and untarping the trailers and shall not allow any WASTE to blow out of or fall from its trailers during the hauling and transportation of WASTE to the DESIGNATED SITES. The CONTRACTOR shall use a solid 18 oz. material vinyl tarp or equivalent to cover loads to assist the CITY in complying with Air Quality Management District (AQMD) Rule 410 regarding odor management practices at transfer stations.

The CONTRACTOR acknowledges and agrees to allow the CITY to (i) tamp with its equipment while loading WASTE into the CONTRACTORS trailers, (ii) add or remove WASTE from the CONTRACTORS trailers in order to achieve proper payloads, and (iii) load WASTE into the CONTRACTOR'S trailers with a payload of not less than twenty-two (22) tons for walking floor trailers and twenty-four (24) tons per load for tipper trailers. CITY will perform loading operations so as not to damage the trailers, reasonable wear and tear accepted. The CONTRACTOR must immediately notify the PROJECT MANAGER of any alleged damage to the CONTRACTOR'S equipment that is caused by the CITY which the CONTRACTOR believes is not due to normal wear and tear, and both parties must agree to reasonable repairs.

The CONTRACTOR shall be solely responsible for all aspects of transportation of WASTE to the DESIGNATED SITES, and agrees to provide and operate all vehicles and otherwise engage in the safe transportation and unloading of WASTE according to generally accepted standards for the transportation, loading and unloading of WASTE. All CONTRACTOR operations shall be under the direction and supervision of qualified, trained personnel, and in accordance with (i) the terms of this AGREEMENT, and (ii) all applicable laws, ordinances, regulations and orders.

The CONTRACTOR shall employ competent, able and legally qualified drivers to operate the vehicles and provide adequate supervision of their actions. All expenses relating to the CONTRACTOR's employees shall be paid directly by the CONTRACTOR. The CONTRACTOR's employees shall operate all vehicles in an efficient, safe, courteous and lawful manner and in compliance with federal, state, and local laws, regulations, statutes or rules applicable thereto. The CONTRACTOR assumes responsibility for any act or omission of its employees, agents and all others working under the CONTRACTOR'S direction.

Employer Pull Notice (EPN) Program

The CONTRACTOR shall have all drivers enrolled in the Employer Pull Notice (EPN) Program as sponsored by the California Department of Motor Vehicles for the purpose of encouraging safety. The CONTRACTOR shall produce driver records every six months to the CITY consisting of an action/activity report from

the EPN Program. The City, at its sole discretion, may ban any driver from operating at CLARTS who has an unsatisfactory record of performance under the EPN Program. Repeated records of unsatisfactory performance under the EPN Program by the CONTRACTOR's drivers is grounds for terminating the AGREEMENT. The CONTRACTOR shall submit a signed copy of acknowledging commitments to have drivers enrolled in the EPN Program.

The CONTRACTOR acknowledges that WASTE received at CLARTS may vary in quantity from time to time. The CONTRACTOR shall be responsible for coordinating and dispatching the vehicles and trailers necessary to transport WASTE to the DESIGNATED SITES. The CONTRACTOR shall provide vehicles and trailers that are in good; clean, sanitary condition, free of contaminants, and suitable for hauling WASTE to the DESIGNATED SITES. The CONTRACTOR shall maintain the vehicles in good repair, condition and appearance so as to assure minimum service interruption and to assure that the vehicles are safe and in compliance with the terms of this AGREEMENT and all applicable laws. The CONTRACTOR agrees not to perform any major maintenance on the vehicles while at the CLARTS. The PROJECT MANAGER may allow the CONTRACTOR to perform minor maintenance on vehicles such as changing flat tires and making minor lighting repairs at CLARTS. All other repairs must be performed off-site or as approved by the PROJECT MANAGER on an as-needed basis. The CITY has the right, but not the obligation, to inspect any equipment furnished by the CONTRACTOR, which arrives at the CLARTS or the DESIGNATED SITES. The

CONTRACTOR agrees to operate the vehicles at all times in a safe manner, in full compliance with all speed limits and other highway and traffic safety laws and the rules and regulations of the CLARTS and DESIGNATED SITES. Repeated violations of rules and regulations of CLARTS and DESIGNATED SITES is grounds for terminating the AGREEMENT with the CONTRACTOR. All CONTRACTOR vehicles and trailers to be used at CLARTS must be registered in the Biennial Inspection of Terminals (BIT) Program as administered by the California Highway Patrol (CHP). The CONTRACTOR agrees to permit the CITY upon request to review records of all fleet vehicles enrolled in the BIT Program. Repeated records of unsatisfactory maintenance of vehicles as revealed through the BIT Program is grounds for terminating the AGREEMENT with the CONTRACTOR. The CONTRACTOR accepts all risks of depreciation, loss or damage to the vehicles used to transport WASTE to the DESIGNATED SITES, and agrees to pay all operating costs, license plates, permits, taxes and other costs associated with ownership and operation of said vehicles.

The CONTRACTOR'S entire fleet of heavy duty vehicles assigned to CLARTS must comply with California Air Resources Board (CARB)-Certified Best Available Control Technology (BACT) for Particulate Matter (PM) and Nitrogen Oxide (NOX) reduction and any regulations under the South Coast Air Quality Management District's Fleet Rule 1193 for clean on-road residential and commercial refuse collection vehicles requirements (Exhibit 16) effective at CONTRACT execution date. CONTRACTOR shall provide proof that the entire fleet of dedicated vehicles

for use at CLARTS meets the above requirement before CONTRACT execution. CONTRACTOR's failure to meet these requirements is grounds for termination of this AGREEMENT.

The CONTRACTOR shall assure that all loads transported to the DESIGNATED SITES are in compliance with all local, state, and federal legal weight restrictions. The CONTRACTOR shall be fully responsible for any and all injuries, damages, and fines except to the extent those injuries, damages or fines result from and are the result of the CITY's gross negligence or willful misconduct.

All CONTRACTOR vehicles entering the CLARTS or the DESIGNATED SITES shall display identification consistent with the CONTRACTOR'S equipment schedule in Table A. The CITY shall not be obligated to provide access to the CLARTS or the DESIGNATED SITES to any vehicle not bearing identification listed in Table A.

The CONTRACTOR shall not be deemed the owner of any WASTE loaded onto the CONTRACTOR'S trailers at the CLARTS. If the DESIGNATED SITES determines that any WASTE delivered by the CONTRACTOR is unacceptable for disposal, the CITY shall remain obligated to pay the CONTRACTOR in accordance with the terms of this AGREEMENT for such loads. In addition, the CITY shall reimburse the CONTRACTOR for the actual cost of transportation to deliver the load to an alternative location, as directed and determined by the CITY. Compensation for transportation to alternate sites will be in accordance with Article 10 and the Transportation Fees listed in Table B.

CONTRACTOR must be available to provide services and increase the number of trucks assigned to CLARTS at any time upon notification by the CITY.

4.2 CONTRACTOR warrants that the services shall be performed consistent with generally accepted industry standards.

4.3 Maintenance of Records

CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions.

These records shall be retained for a period of no less than three (3) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT and within the three (3) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

The CONTRACTOR shall provide transfer trucks for the purpose of loading between the hours of 5:00 a.m. and 6:00 p.m., Monday through Friday. The CONTRACTOR shall not be responsible for providing trucks on a LEGAL HOLIDAY. For any week in which a LEGAL HOLIDAY occurs on any day from

Monday through Friday, CLARTS shall remain open and the CONTRACTOR shall provide transfer trucks for the purpose of loading and transfer solid waste from 5:00 a.m. to 6:00 p.m. on the Saturday following the LEGAL HOLIDAY. All loaded transfer trucks shall transport their contents to the designated landfill upon loading. Trucks loaded at the end of a working day may be transported the following day upon landfill availability.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

5.1 CONTRACTOR designates the following person to represent the CONTRACTOR in all matters pertaining to this AGREEMENT:

Name/Title	Mario Rodriguez
Address	1901 S. Alameda Street Suite 113, Los Angeles, CA 90058
TEL/FAX Number	(213) 749-2322 / (213) 749-209

Additional technical specialists shall be assigned subject to the PROJECT MANAGER'S approval.

5.2 CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and CONTRACTOR shall not change personnel assigned to these positions without the prior consent and approval of the CITY, whose consent shall not be withheld unreasonably.

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

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

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

CITY designates Antranik Saiyan as its PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the PROJECT MANAGER. The PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Antranik Saiyan as PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by CITY.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for five (5) years, with one (1) five (5) year renewal option to be exercised at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 8 or extended by amendment to this AGREEMENT and signed by the parties.

In addition to exercising one (1) five (5) year renewal option, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of twelve (12) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of the one (1) five (5) year renewal option if the CITY elects not to renew, or if the CITY elected to renew, by providing the CONTRACTOR written notice at least 90 days prior to expiration of the AGREEMENT. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

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

- This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto; and

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

ARTICLE 8 – TERMINATION

8.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. If the CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within thirty (30) CALENDAR DAYS from the receipt of written notice given by the CITY to the CONTRACTOR, then the CITY may terminate this AGREEMENT due to CONTRACTOR's breach of this AGREEMENT. The CONTRACTOR's right to cure shall not extend to the following:

- a) The filing of an involuntary petition of bankruptcy without the consent of

the CONTRACTOR, which is not dismissed within ninety (90) CALENDAR DAYS of the filing date, under Title 11 of the United States Code, or any other applicable bankruptcy, insolvency, reorganization, or similar law; or the filing of a voluntary petition of bankruptcy by the CONTRACTOR, under Title 11 of the United States Code, or any other applicable insolvency, reorganization or similar law; or the appointing of a receiver, liquidator, trustee or a similar official of CONTRACTOR; and

- b) Failure to maintain the insurance, or self insurance, required by the provisions of Article 12, hereof.

8.2 This AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

8.3 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY'S lobbying policies.

- 8.4 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, excluding attorney's fees, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to written commitments that were executed prior to the termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this AGREEMENT.
- 8.5 Upon receipt of a termination action under Articles 8.1, 8.2 or 8.3 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all finished or unfinished documents and materials produced or procured under this CONTRACT, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

- 8.6 Upon termination under Articles 8.1, 8.2 or 8.3 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.
- 8.7 If, after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the AGREEMENT price shall be made as provided in Article 8.4 of this article.
- 8.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

ARTICLE 9 – SUBCONTRACT APPROVAL

All subcontracts in excess of \$10,000.00 shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors.

ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT

- 10.1 General Payment Obligation

The CITY'S sole payment obligation for all services to be provided under the terms of this AGREEMENT shall be payment of per-load fee for hauling WASTE delivered for the CITY. Beginning with the first calendar month following the CONTRACT Execution Date, on a biweekly basis thereafter, the CONTRACTOR will be responsible for preparing and submitting, in a form suitable to the CITY, an invoice indicating the amount due and payable by the CITY for services rendered in the prior two weeks. This invoice will include the waste manifests or bills of lading as backup documents for hauling charges. Records shall be maintained at the CONTRACTOR's office for inspection and verification by the CITY. The CITY shall pay the amount due to the CONTRACTOR, when submitted on a proper invoice, in accordance with existing CITY payment practices. The CITY shall make a good faith effort to pay the CONTRACTOR the full amount within thirty (30) days of receipt of invoice.

The CONTRACTOR shall prepare biweekly invoices on the following basis:

The invoices shall be for work that has been completed to the CITY's satisfaction. The CONTRACTOR is responsible for the preparation of a complete and accurate invoice. Invoices shall be prepared in such form and supported by such copies of invoices, waste tickets and other documents of proof as may be reasonably required by the CITY to establish the monetary amount of such invoices as being allowed. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation.

10.2 Invoices shall be prepared in such form and supported by such copies of invoices, waste tickets and other documents of proof as may be reasonably required by CITY to establish the amount of such invoices as allowable expenses. A Subcontractor Utilization Attachment, Exhibit 2, shall also be submitted as part of the monthly invoice (if applicable). CONTRACTOR must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the Subcontractor Utilization Invoice Attachment. All invoices shall be subject to audit.

10.3 Supporting Documentation and other Invoice Items

An invoice shall only be considered complete when it is accompanied by all of the appropriate supporting documentation as specified herein.

10.4 Transportation Fees

The CITY shall pay the CONTRACTOR the transportation fees for the transportation of WASTE from the CLARTS to the DESIGNATED SITES according to the fees per load specifically set forth on Table B hereto, which includes all applicable Fees and Taxes. The transportation fees may be adjusted during any month of the term if the base fuel price varies from \$4.00 per gallon, after which time the CONTRACTOR shall adjust the transportation fees to account for Transportation Fuel Adjustment.

The Transportation Fuel Adjustment will be determined as stated and shown below:

Transportation fees shall be adjusted each week by adding or subtracting the Transportation Fuel Adjustment for any week when the average "On-Highway" Diesel fuel price varies from the \$4.00 per gallon base price. The Transportation Fuel Adjustment shall be determined by using average On-Highway Diesel fuel price for the week plus \$0.10 to adjust for Los Angeles regional markets, then subtracting \$4.00 per gallon from the average On-Highway Diesel fuel price, then multiplying the resultant by the calculated (FV) fuel volume required per return trip. Weekly Retail Gasoline and On-Highway Diesel Prices (California) are maintained by Energy Information Administration (official energy statistics of the U.S. government) at their website (www.eia.doe.gov).

Transportation Fuel Adjustment Calculation:

RT = Round trip miles (miles); per Table B

MPG = Miles per gallon (miles/gallon); 4.8mpg

FV = Fuel Volume per return trip = RT/MPG

OHDV = U.S. On Highway Diesel Fuel Price Variance

= U.S. On Highway Diesel Fuel Prices for California + \$0.10 - \$4.00

TFA* = Transportation Fuel Adjustment (\$/Load) = FV x OHDV

* TFA value is calculated per destination using RT miles. This value could be positive or negative, which is added to the per load contract price per destination

For the purposes of determining the round trip mileage from the CLARTS to each DESIGNATED SITES, the shortest available legal truck route shall be utilized.

The parties hereto agree that the transportation fee only applies to WASTE deliveries made by transfer trailers.

The transportation fees specified in Table B shall be firm for the first partial CITY fiscal year of the AGREEMENT and will be adjusted on the first July 1, following the contract execution date, and on each July 1st thereafter within the AGREEMENT term, to reflect the cumulative changes in the Consumer Price Index (CPI-U) for the preceding June compared with the CPI-U for June in the prior fiscal year not to exceed five percent (5%) per year. Since CPI statistics for any particular month are not available until the middle of the following month, the CONTRACTOR will submit an additional invoice in July reflecting the CPI adjustment effective from July 1st to the published date of the June CPI statistics. In the event that any WASTE is required by the CITY to be delivered to a site or facility not designated in Table B the payment for such WASTE transportation shall be based on a unit rate of \$2.32 per load-mile, plus fuel adjustment for a round trip distance of equal or longer than 100 miles but not to exceed 300 miles. For round trip distances less than 100 miles, the transportation fee shall be mutually agreed to by both parties.

$$\text{IN} = \text{[(CPI-Ua) } \div \text{ (CPI-Ub)]}$$

where

- IN = the annual inflation factor
- CPI-Ua = the published CPI-U for the June immediately preceding the date of the adjustment.
- CPI-Ub = the published CPI-U for the June one year prior to CPI-Ua.

The CPI-U will be the value published by the Bureau of Labor Statistics, U.S. Department of Labor for the Los Angeles – Anaheim – Riverside Metropolitan Area.

The CITY'S liability under this AGREEMENT shall only be to the extent of the present CITY appropriation to fund the CONTRACT. However, if the CITY shall appropriate funds for any succeeding years, the CITY'S liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the AGREEMENT.

TABLE B. TRANSPORTATION FEES

Destination (Mileage RT)	Address	Service Fee
El Sobrante (128)	1200 West City Ranch Rd Palmdale, CA 93551	\$320
Sunshine (60)	14747 San Fernando Rd Sylmar, CA 91342	\$187.78
Bradley (42)	9081 Tujunga Ave. Sun Valley, CA 91352	\$157
Antelope Valley (132)	29201 Henry Mayo Drive Valencia, CA 91384	\$310
Chiquita (88)	9189 De Garmo Ave Sun Valley, CA 91352	\$210
CRRR (SV) (42)	10910 Dawson Cyn Rd Corona, CA 91719	\$157
Lancaster (164)	600 East Avenue F Lancaster, CA 93535	\$332
Puente Hills (28)	13130 Crossroads Pkwy S. City of Industry, CA 91746	\$151
Simi Valley (92)	2801 Madera Road Simi Valley, CA 93065	\$218
CR&R Transfer (50)	11232 South Knott Ave Stanton, CA 90680	\$177
CRRR-Lamont (224)	1261 N. Wheeler Ridge Rd Lamont, CA 93241	\$400
Victorville (184)	18600 Stoddard Wells Rd Victorville, CA 92307	\$400
Brea Landfill (68)	1942 Valencia Avenue Brea, CA 92823	\$183.46
Lopez Landfill (55)	2390 Alder Avenue Rialto, CA 92376	\$183
Mid Valley (108)	11950 Lopez Canyon Road Los Angeles, CA 91342	\$246
Other Destinations	\$2.32/mile over 200 miles and less than 300 miles return	\$2.32/mile

For additional destinations not included in Table B less than 200 miles round trip distances from CLARTS, transportation fees will be negotiated and mutually agreed to between the CITY and the CONTRACTOR.

10.5 Pass-through Government Taxes and Fees

At the start of the CONTRACT, the transportation fees shall include current taxes and fees. Increases in the pass-through taxes and fees will be paid by the CITY after written notification by the CONTRACTOR and validation by the CITY. The transportation fees shall exclude the cost of obtaining a Business Tax Registration Certificate. The pass-through taxes and governmental fees include, but are not limited to:

Any fees, charges, or taxes by regulatory agencies Local or State.

10.6 Adjustments Due to Changes in Law

Subject to substantiation of costs, the CONTRACTOR may adjust the transportation fee to recover any direct costs incurred as a result of a CHANGE IN LAW exclusive of any changes in tax law or CHANGES IN LAWS that impose governmental fees, occurring after the contract date.

The CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR determines that any CHANGE IN LAW will require an adjustment in the transportation fee. In such notice the CONTRACTOR shall describe the CHANGE IN LAW and provide the reasons for the adjustment in the transportation fee. The CONTRACTOR shall provide in the first monthly invoice prepared for the CITY, cost substantiation, include cost records and worksheets to support the CONTRACTOR'S claim for the adjustment, and provide the total adjustment to the transportation fee for all CHANGES IN LAW exclusive of any changes in tax law or CHANGES IN LAW that impose governmental fees, that have occurred since the CONTRACT date. Notwithstanding anything to the contrary in this Article 10.6, the CONTRACTOR shall not charge the CITY and the

CITY shall not be obligated to pay the CONTRACTOR any actual or accrued costs associated with any CHANGE IN LAW unless and until the CITY is notified by the CONTRACTOR, in writing, of such CHANGE IN LAW. Furthermore, the CONTRACTOR may include in the transportation fee, as provided in this Article 10.6, only the related actual or accrued costs associated with any CHANGE IN LAW that the CONTRACTOR has incurred subsequent to providing such notice to the CITY.

If at any time the adjustment in the transportation fee for a single CHANGE IN LAW results in an increase in the transportation fee of more than twenty-five percent (25%) over what the transportation fee would have been had there been no such CHANGES IN LAW, then the CITY will have the option to terminate this AGREEMENT upon thirty (30) CALENDAR DAYS written notice to the CONTRACTOR. Furthermore, if at any time the total cumulative adjustment in the transportation fee, results in an increase in the transportation fee of more than fifty percent (50%) over what the transportation fee would have been had there been no CHANGES IN LAW, then the CITY will have the option to terminate this AGREEMENT upon thirty (30) CALENDAR DAYS written notice to the CONTRACTOR. Notwithstanding, anything to the contrary in the forgoing, the CONTRACTOR, may, in its sole discretion, prior to any noticed termination date, choose to absorb all or a portion of the increased cost due to a CHANGE IN LAW to keep the increases paid by the CITY below these thresholds and in such case the CITY will not have the right to terminate this AGREEMENT in accordance with this Article 10.6

10.7 Invoice Submittal

CONTRACTOR shall submit all invoices to:

Central Los Angeles Recycling & Transfer Station

Attn: Billings

2201 E Washington

Los Angeles, CA 90021

10.8 Invoice Submittal Deadline

The CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than six (6) months after the date of expiration of the AGREEMENT.

10.9 Invoice Approval and Processing

Payments shall be made upon the submission of a complete and accurate invoice. The CITY shall review the CONTRACTOR'S invoice and attachments and notify CONTRACTOR of exceptions or disputed items within thirty (30) days of receipt of invoice. If an invoice is not properly submitted, then a new thirty (30) day review period will begin upon receipt of a corrected invoice by the CITY. Once approved, the CITY will make a good faith effort to process payments within a timely manner. To expedite the approval process, CONTRACTORS are encouraged to submit draft invoices for review, prior to submitting a final invoice.

10.10 Discount

The CITY will consider a shorter payment schedule should the CONTRACTOR offer a discount for more immediate payment. CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under the AGREEMENT, which meet the discount terms.

10.11 Late Charges

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of any interest, late charges or penalties incurred by the CONTRACTOR from any SUBCONTRACTOR or supplier for any time provided under the CONTRACT.

10.12 Disputes

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payment of the disputed amount in accordance with existing CITY practices.

10.13 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.

10.14 CITY shall not be obligated to reimburse CONTRACTOR for costs incurred in excess of the Project Services Cost Estimate set forth. CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Project Services Cost Estimate unless and until CITY shall have notified CONTRACTOR in writing that such Project Services Cost Estimate has been increased and shall have specified in such notice an estimated Project Services Cost Estimate, which shall thereupon constitute the cost performance of this AGREEMENT. In the absence of the specified notice, CITY shall not be obligated to reimburse CONTRACTOR for any costs in excess of the Project Services Cost Estimate set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination. When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by CONTRACTOR in excess of the Project Services Cost Estimate for any Task Order, prior to such increase, shall be allowable to the same extent as if such costs had been incurred after the increase.

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

CONTRACTOR and CITY agree that no indebtedness for work performed which results in costs under this AGREEMENT shall arise against CITY until and unless

there is an appropriation of funds to pay for such work. However, if CITY shall appropriate funds for any successive fiscal years, CITY'S liability shall be extended to the extent of such appropriation subject to the terms and conditions of this AGREEMENT.

ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS

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

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

12.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents or damage or

destruction of any property of either party hereto or of third parties, arising in any manner by reason to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

12.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT 3 hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT 3, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with

all insurance Contractual Requirements shown on EXHIBIT 3 hereto. EXHIBIT 3 is hereby incorporated by reference and made a part of this CONTRACT.

12.3 BONDS

All bonds required shown on EXHIBIT 3 hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

ARTICLE 13 – INDEPENDENT CONTRACTORS

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

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

14.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

- 14.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 14.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 14.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 14.5 Except as specified in ARTICLE 12 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

ARTICLE 15 - INTELLECTUAL PROPERTY INDEMNIFICATION

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

ARTICLE 16 INTELLECTUAL PROPERTY WARRANTY

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

ARTICLE 17 – OWNERSHIP AND LICENSE

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

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 18 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 27.

ARTICLE 19 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To The CITY:

Contact Person: Antranik Saiyan

Address: 1149 S. Broadway Suite 500, Los Angeles, CA 90015

To CONTRACTOR:

Contact Person: Mario Rodriguez

Address: 1901 S. Alameda Street Suite 113, Los Angeles, CA 90058

ARTICLE 20 – FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent

acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 21 – SEVERABILITY

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

ARTICLE 22 – DISPUTES

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

ARTICLE 23 – ENTIRE AGREEMENT

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

ARTICLE 24 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws

which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

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

ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY'S Business Tax Ordinance, section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the PROJECT MANAGER.

ARTICLE 26 – WAIVER

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

ARTICLE 27 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

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

ARTICLE 28 – PERMITS

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

ARTICLE 29 – DISCOUNTS

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

ARTICLE 30 - CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 31 – BREACH

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

ARTICLE 32 - NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

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

ARTICLE 33 - EQUAL EMPLOYMENT PRACTICES

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

A. During the performance of this CONTRACT, CONTRACTOR agrees and represents

that it will provide equal employment practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical

condition.

- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be

- disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
 - H. Intentionally blank.
 - I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
 - K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
 - L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject

CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 34 - AFFIRMATIVE ACTION PROGRAM

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

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive

consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to

require or permit any act which is prohibited by law.

K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the CONTRACT. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the CONTRACT is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may

prepare and submit its own Plan for approval.

- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 2. Classroom preparation for the job when not apprenticeable;
 - 3. Pre-apprenticeship education and preparation;
 - 4. Upgrading training and opportunities;
 - 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and

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

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

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

ARTICLE 35 – CHILD SUPPORT ASSIGNMENT ORDERS

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

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and

Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

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

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

ARTICLE 36 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR

WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit 7 and incorporated herein by this reference, and the Service Contractor Worker

Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. 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 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 the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or

anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures.

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

- D. The AGREEMENT 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 37 – AMERICANS WITH DISABILITIES ACT

The CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any

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

ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (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 39 – LOS ANGELES BUSINESS INCLUSION PROGRAM

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

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein as Exhibit 2, for each invoice as described in Article 10, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts invoiced as part of the invoicing procedures.

ARTICLE 40 – EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the CONTRACT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
- B. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.
- C. If the 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.

The 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 41 – SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time, which is attached hereto as Exhibit 5 and incorporated herein by this reference. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT.

ARTICLE 42 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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

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

ARTICLE 43 – MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit 13, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 44 - 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.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the DAA.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

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

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

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

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the

Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 45 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

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

Notice Regarding Los Angeles Campaign Contribution and Fundraising
Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract # _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are

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

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

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

CITY OF LOS ANGELES

Mario Trucking Corp.

By: _____

By: _____

Title: Commissioner, Board of Public Works

Title: _____

Date: _____

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: _____

John A. Carvalho

Title: Deputy City Attorney

Date: 11/21/13

ATTEST:

HOLLY WOLCOTT, Interim City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

EXHIBIT 1

SCHEDULE A


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

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

Project Title <u>Hauling Services for Residential MSW in the City of LA</u>	
Proposer <u>Mario's Trucking</u>	Address <u>10111 Bromont Ave. Sun Valley, CA 91352</u>
Contact Person <u>Mario Rodriguez</u>	Phone/Fax <u>(213) 749-2322 / (213) 749-2090</u>

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	



Signature of Person Completing this Form

Mario Rodriguez

Printed Name of Person Completing this Form

President 5-25-12
Title Date

MUST BE SUBMITTED WITH PROPOSAL

Rev. 07/01/11 (Citywide RFP - BAVN BIP)

EXHIBIT 2

SCHEDULE B

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
---------------	--------------

Consultant	Address
------------	---------

Contact Person	Phone/Fax
----------------	-----------

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:	
	DOLLARS	PERCENT		
TOTAL MBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form:	
TOTAL WBE PARTICIPATION	\$	%		
TOTAL SBE PARTICIPATION	\$	%		
TOTAL EBE PARTICIPATION	\$	%	Title:	Date:
TOTAL DVBE PARTICIPATION	\$	%		
TOTAL OBE PARTICIPATION	\$	%		

EXHIBIT 3

INSURANCE REQUIREMENTS

Required Insurance and Minimum Limits

Name: Request for Proposals

Date: 07/28/2011

Agreement/Reference: Hauling of City Refuse from various City facilities

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
<hr/> <input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	
	WC <u>Statutory</u>
	EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers	
<input type="checkbox"/> Jones Act	

<hr/> <input checked="" type="checkbox"/> General Liability		<u>\$1,000,000</u>
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct		
<input type="checkbox"/> Fire Legal Liability 		
<input type="checkbox"/> _____ 		

<hr/> <input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) <u>\$5,000,000</u> 	
--	--

<hr/> <input type="checkbox"/> Professional Liability (Errors and Omissions) _____	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	

<hr/> <input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company) _____	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake _____ <input type="checkbox"/> Replace cost of prop. damage	

<hr/> <input type="checkbox"/> Pollution Liability _____	
<input type="checkbox"/> _____ _____	

<hr/> <input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price	
--	--

<hr/> <input type="checkbox"/> Crime Insurance _____	
--	--

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

EXHIBIT 4

EQUAL BENEFITS ORDINANCE COMPLIANCE

mario's trucking

Company Information	
ID	53643
Name:	mario's trucking
Address:	10111 Bromont Ave Sun Valley, CA 91352

File Name	Date Uploaded	Status	Date Verified	EEOE Verification
Affirmative Action				
Affirmative Action	01/31/2013	Verified	03/01/2013	
Equal Benefits Ordinance				
Equal Benefits Ordinance Compliance Affidavit	01/31/2013	Verified	03/01/2013	
First Source Hiring Ordinance				
First source Hiring Ordinance	01/31/2013	Verified	03/01/2013	
Non-discrimination/Equal Employment Practices Provisions				
Non-Discrimination Equal Employment Practice Provisions Document	01/31/2013	Verified	03/01/2013	
Slavery Disclosure Ordinance				
Not Uploaded				
Slavery Disclosure Ordinance (Indefinite Application)				
Slavery Disclosure Ordinance	01/31/2013	Verified	03/01/2013	

LA BAVN is NOT responsible for the timeliness or accuracy of this data. If in doubt, please contact the opportunity's agency of record for additional information.
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EXHIBIT 5

SLAVERY DISCLOSURE ORDINANCE

mario's trucking

Company Information	
ID	53643
Name:	mario's trucking
Address:	10111 Bromont Ave Sun Valley, CA 91352

File Name	Date Uploaded	Status	Date Verified	EEOE Verification
Affirmative Action				
Affirmative Action	01/31/2013	Verified	03/01/2013	
Equal Benefits Ordinance				
Equal Benefits Ordinance Compliance Affidavit	01/31/2013	Verified	03/01/2013	
First Source Hiring Ordinance				
First source Hiring Ordinance	01/31/2013	Verified	03/01/2013	
Non-discrimination/Equal Employment Practices Provisions				
Non-Discrimination Equal Employment Practice Provisions Document	01/31/2013	Verified	03/01/2013	
Slavery Disclosure Ordinance				
Not Uploaded				
Slavery Disclosure Ordinance (Indefinite Application)				
Slavery Disclosure Ordinance	01/31/2013	Verified	03/01/2013	

LA BAVN is NOT responsible for the timeliness or accuracy of this data. If in doubt, please contact the opportunity's agency of record for additional information.
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EXHIBIT 6

**NONDISCRIMINATION / EQUAL EMPLOYMENT PRACTICES
PROVISIONS**

mario's trucking

Company Information	
ID	53643
Name:	mario's trucking
Address:	10111 Bromont Ave Sun Valley, CA 91352

File Name	Date Uploaded	Status	Date Verified	EEOE Verification
Affirmative Action				
Affirmative Action	01/31/2013	Verified	03/01/2013	
Equal Benefits Ordinance				
Equal Benefits Ordinance Compliance Affidavit	01/31/2013	Verified	03/01/2013	
First Source Hiring Ordinance				
First source Hiring Ordinance	01/31/2013	Verified	03/01/2013	
Non-discrimination/Equal Employment Practices Provisions				
Non-Discrimination Equal Employment Practice Provisions Document	01/31/2013	Verified	03/01/2013	
Slavery Disclosure Ordinance				
Not Uploaded				
Slavery Disclosure Ordinance (Indefinite Application)				
Slavery Disclosure Ordinance	01/31/2013	Verified	03/01/2013	

LA BAVN is NOT responsible for the timeliness or accuracy of this data. If in doubt, please contact the opportunity's agency of record for additional information.
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EXHIBIT 7

DECLARATION OF COMPLIANCE LIVING WAGE ORDINANCE

LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within 90 DAYS of the execution of the subcontract and **RETAINED by the **PRIME CONTRACTOR**.**

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: _____ Company Phone Number: _____
 2. Company Address: _____
 3. Awarding Department: _____
 4. Project Name: _____

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption.

THE SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:

In case of a successor service contractor, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCWRO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2013 a wage of at least \$10.91 per hour with health benefits of \$1.25 per hour, or \$12.16 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: _____ Company Phone Number: _____
 2. Company Address: _____
 3. Type of Service Provided by Subcontractor to Prime: _____
 4. Amount of Subcontract: _____ Subcontract Start Date: ___/___/___ End Date: ___/___/___

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

LWO – EMPLOYEE INFORMATION FORM
 REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2013 a wage of at least \$10.91 per hour with health benefits of \$1.25 per hour, or \$12.16 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. **STATE** the number of employees working ON THIS CITY CONTRACT: _____
3. ****ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. ****INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. ****Do you provide health benefits** (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No
 If YES, **STATE** how much, if any, employees pay for co-premiums: \$ _____

****NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below.

I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDED DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION	
1) Company Name: _____	Contact Person: _____ Phone Number: _____
2) Do you have subcontractors working on this City contract? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT.	
If YES, a) STATE the number of your subcontractors ON THIS CITY CONTRACT: _____	
b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.	

SECTION II: SUBCONTRACTOR INFORMATION						
PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II: SUBCONTRACTOR INFORMATION (continued)							
PART A			PART B				
			CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:				
			I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO .			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)							
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.							
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.							
EXEMPTION			SUPPORTING DOCUMENTATION REQUIRED				
One-person contractors, lessee, licensee 501(c)(3) non-profit organization			LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm				
Occupational license required			LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm				
Collective bargaining agreement w/supersession language							
Small Business			LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm				
Governmental Entity			NONE REQUIRED.				
SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)							
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.							
1) Employee Information Form			LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm				
2) Subcontractor Information Form			LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm				
3) Subcontractor Declaration of Compliance Form (retain)			LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm				
SECTION V: SIGNATURE							
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.							
Print Name of Person Completing This Form _____			Signature of Person Completing This Form _____				
Title _____		Phone # _____		Date _____			
AWARDING DEPARTMENT USE ONLY:							
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____	

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) Provisional Exemption from LWO during negotiation of CBA: An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

EXHIBIT 8

CONTRACTOR RESPONSIBILITY ORDINANCE

SERVICE

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

Sanitation Antranik Saiyan (213) 485-2799
City Department/Division Awarding Contract City Contact Person Phone

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

BIDDER/CONTRACTOR INFORMATION

Mario's Trucking
Bidder/Proposer Business Name
1901 S Alameda St Los Angeles CA 90058
Street Address City State Zip
Mario Rodriguez (818) 535-0416 (213) 749-2090
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.

Mario Rodriguez (owner) [Signature] 11-25-13
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

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: 11 / 29 / 13 State of incorporation: CA

List the corporation's current officers.

President: Mario Rodriguez

Vice President: _____

Secretary: _____

Treasurer: _____

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

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

Limited Liability Company: Date of formation: ____/____/____ State of formation: _____

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

Partnership: Date formed: ____/____/____ State of formation: _____

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

Sole Proprietorship: Date started: ____/____/____

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

Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

SERVICE

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 in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

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? 21 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.

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.

Mario Rodriguez
Print Name, Title


Signature

11-25-13
Date

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. Make copies of this Attachment if additional pages are needed.

Page _____

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. Make copies of this Attachment if additional pages are needed.

Page _____

- A. City of Los Angeles. Bureau of Sanitation
- B. Hauling waste / transportation
- C. 1,000,000.00 per year
- D. 2004 January
- E. December 2011

SERVICE

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

EXHIBIT 9

BUSINESS TAX REGISTRATION CERTIFICATE

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 6/26/2006

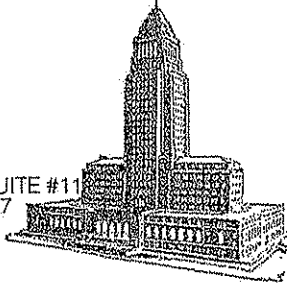
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002002372-0001-1	L195	Trucking/Hauling	10/01/2004	Active

ISSUED TO

MARIO'S TRUCKING CORP

1901 S ALAMEDA STREET SUITE #11
LOS ANGELES, CA 90058-1037

10111 BROMONT AVENUE
SUN VALLEY, CA 91352-1147



ISSUED BY:

Antoinette P. Christavall

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
FORM 2000 (rev. 6/01) IMPORTANT - READ REVERSE SIDE

P.O. BOX 53200, LOS ANGELES CA 90053-0200

EXHIBIT 10

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: Mario's Trucking Corp.

I. Corporate or Main Office Address:

10111 Bromont Ave
Sun Valley, CA 91352

II Total Number of Employees in Organization: 25

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

25 and 100 %

EXHIBIT 11

NON COLLUSION AFFIDAVIT

Non-Collusion Affidavit

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

I, Mario Rodriguez, depose and say that I am


President of Mario's Trucking, Sun Valley, Ca
("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: 5/29/12 at Sun Valley, Ca
(Month, Day, Year) (City, State)

(Corporate Seal)

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



(Signature)

EXHIBIT 12

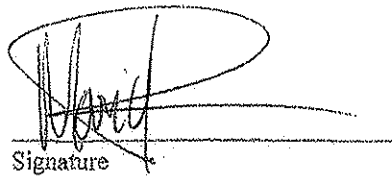
CITY OF LOS ANGELES CONTRACT HISTORY

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.

2005-2011 Solid Waste hauling from CLARTS
to designated facilities (C-107821)

Mario's Trucking Corp
Name of Organization


Signature

Mario Rodriguez
Print Name

President
Title

3-27-12
Date

EXHIBIT 13

MUNICIPAL LOBBYING ORDINANCE



City of Los Angeles
 200 N Spring Street
 City Hall - 24th Floor
 Los Angeles, CA 90012
 Main Shop 124
 (213) 978-1860

Bidder Certification
CEC Form 50

Bid/Contract Number:	Department: <u>Dept of Public Works, Bureau of Sanitation</u>
Name of Bidder: <u>Mario's Trucking Corp</u>	Phone: <u>213-749-2322</u>
Address: <u>10111 Bromont Ave, Sun Valley, CA 91352</u>	
Email: <u>marios-trucking818@sbcglobal.net</u>	

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: 3-27-12 Signature: [Signature]

Name: Mario Rodriguez

Title: president

Under Los Angeles Municipal Code § 48.09(1), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

EXHIBIT 14

FIRST SOURCE HIRING ORDINANCE

mario's trucking

Company Information	
ID	53643
Name:	mario's trucking
Address:	10111 Bromont Ave Sun Valley, CA 91352

File Name	Date Uploaded	Status	Date Verified	EEOE Verification
Affirmative Action				
Affirmative Action	01/31/2013	Verified	03/01/2013	
Equal Benefits Ordinance				
Equal Benefits Ordinance Compliance Affidavit	01/31/2013	Verified	03/01/2013	
First Source Hiring Ordinance				
First source Hiring Ordinance	01/31/2013	Verified	03/01/2013	
Non-discrimination/Equal Employment Practices Provisions				
Non-Discrimination Equal Employment Practice Provisions Document	01/31/2013	Verified	03/01/2013	
Slavery Disclosure Ordinance				
Not Uploaded				
Slavery Disclosure Ordinance (Indefinite Application)				
Slavery Disclosure Ordinance	01/31/2013	Verified	03/01/2013	

LA BAVN is NOT responsible for the timeliness or accuracy of this data. If in doubt, please contact the opportunity's agency of record for additional information.
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EXHIBIT 15

**CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND
FUNDRAISING RESTRICTIONS**



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

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED

Bid/Contract Number:	Date Bid Submitted:
----------------------	---------------------

Description of Contract: Processing/Disposal Services & Hauling Services

Department: Dept of Public Works, Bureau of Sanitation

BIDDER
 Name: Mario's Trucking Corp.
 Address: 10111 Bromont Ave, Sun Valley, CA 91352
 Email (optional): mariostucking818@sbglobal.net Phone: 213-749-2322

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

Name: <u>Mario Rodriguez</u>	Title: <u>owner</u>
Name: <u>Mario Rodriguez Jr</u>	Title: <u>president</u>
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

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

SUBCONTRACTORS
 Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary).

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

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



City Ethics Commission
 200 N Spring Street
 City Hall - 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1980

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 1 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent or are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Of the subcontractors identified on page 1, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

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

CERTIFICATION

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

Date: 3-27-12

Signature: [Signature]

Name: Mario Rodriguez

Title: president

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

EXHIBIT 16

**SCAQMD RULE 1193 (ON-ROAD RESIDENTIAL & COMMERCIAL
REFUSE COLLECTION VEHICLES)**

(Adopted June 16, 2000)
(Amended June 7, 2002)(Amended June 6, 2003)
(Amended July 9, 2010)

**RULE 1193. CLEAN ON-ROAD RESIDENTIAL AND COMMERCIAL REFUSE
COLLECTION VEHICLES**

(a) Purpose

For solid waste collection fleets operating in the South Coast Air Quality Management District (District), this rule requires public and private solid waste collection fleet operators to acquire alternative-fuel refuse collection heavy-duty vehicles when procuring or leasing these vehicles for use by or for governmental agencies in the South Coast Air Quality Management District (District) to reduce air toxic and criteria pollutant emissions.

(b) Applicability

This rule applies to government agencies that operate solid waste collection fleets with 15 or more solid waste collection vehicles and private fleet operators that provide solid waste collection services to governmental agencies. This rule shall not apply to:

- (1) solid waste collection vehicles where the combined total of government operated solid waste collection vehicles and private fleet operated solid waste collection vehicles providing solid waste collection services to the government agency is fewer than 15 vehicles,
- (2) vehicles used by a private solid waste collection fleet operator that provide services to a governmental agency not requiring a contract or franchise agreement,
- (3) transfer vehicles owned by, and operated at, a privately-operated transfer station, and
- (4) vehicles or services pursuant to subdivision (g).

(c) Definitions

For purposes of this rule, the following definitions shall apply:

- (1) ALTERNATIVE-FUEL HEAVY-DUTY VEHICLE means a heavy-duty vehicle or engine that uses compressed or liquefied natural gas, liquefied petroleum gas,

methanol, electricity, fuel cells, or other advanced technologies that do not rely on diesel fuel.

- (2) APPROVED CONTROL DEVICE(s) is an exhaust control device(s) that is verified or certified by CARB to reduce particulate matter and possibly other precursor emissions. For the purposes of this rule, a new heavy-duty vehicle equipped with approved control devices means that the engine family has been certified by CARB. A pre-owned heavy-duty vehicle equipped with approved control devices means that the device has been verified or certified by CARB. To be considered fitted with an approved control device(s), all diesel exhaust from the vehicle must be vented through such a device(s) that has been fitted at the time of vehicle purchase or fitted by a certified device installer at the time the device is delivered to the operator.
- (3) BACKUP VEHICLE means a solid waste collection vehicle, rolloff vehicle, or transfer vehicle that is not an alternative-fuel, dual-fuel, or pilot ignition heavy-duty vehicle, and is driven fewer than 1,000 miles annually.
- (4) CONTRACT means an agreement between a private solid waste collection fleet operator and a governmental agency to perform residential or commercial solid waste collection services, in which the contractor's compensation for providing services, or a formula for determining compensation, is specified. Any option to renew the contract or automatic renewal that extends the contract performance period shall be considered a new contract and shall meet the requirements in subdivision (d).
- (5) DUAL-FUEL HEAVY-DUTY VEHICLE means a heavy-duty vehicle equipped with a diesel engine that uses an alternative fuel (such as compressed or liquefied natural gas, liquefied petroleum gas, methanol, or other advanced technologies) in combination with diesel fuel to enable compression ignition. A dual-fuel engine typically uses the alternative fuel to supply 85 percent of the total engine fuel requirement on a BTU basis. A dual-fuel engine must be certified by CARB to meet an applicable optional nitrogen oxide or combined nitrogen oxide plus non-methane hydrocarbons exhaust emission standard and be fitted with an approved control device that achieves a particulate matter emissions reduction level no less stringent than the particulate matter emissions reduction level achieved by the latest CARB verified or certified particulate matter control device for the applicable engine family operating entirely on diesel fuel.

- (6) EQUIPMENT BREAKDOWN means any malfunction to an alternative fuel solid waste collection vehicle subject to this rule, including a traffic accident, which causes the vehicle to operate in an unsafe or unusable manner.
- (7) FRANCHISE AGREEMENT is considered a contract as defined in paragraph (c)(4), regardless of any provision that specifies a rate structure, provided that the franchise agreement sets a limit on the number of private waste collection fleet operators that can provide waste collection services or the governmental agency limits the number of franchise agreements issued to private waste collection fleet operators.
- (8) GOVERNMENTAL AGENCY includes any state, regional, county, city, or governmental department or agency, and any special district, such as, but not limited to water, air, sanitation, transit, and school districts.
- (9) HEAVY-DUTY VEHICLE means any vehicle having a gross vehicle weight of at least 14,000 pounds.
- (10) PILOT IGNITION HEAVY-DUTY VEHICLE means a heavy-duty vehicle equipped with an engine designed to operate using an alternative fuel as defined in paragraph (c)(1), except that diesel fuel is used for pilot ignition at an average ratio of no more than one part diesel fuel to ten parts total fuel on an energy equivalent basis. The engine shall not operate or idle solely on diesel fuel at any time.
- (11) PRIVATE SOLID WASTE COLLECTION FLEET OPERATOR is a person that owns, leases, or operates substantially in the District, solid waste collection, rolloff, or transfer vehicles. A person is an individual firm; limited liability company; association; partnership; or corporation or any other non-governmental agency that collects, transports, or transfers solid waste, yard waste, or recyclable materials.
- (12) PUBLIC SOLID WASTE COLLECTION FLEET OPERATOR is a governmental agency that owns, leases, or operates substantially in the District, solid waste collection, rolloff, or transfer vehicles.
- (13) ROLLOFF VEHICLE means any heavy-duty vehicle used for the express purpose of transporting waste containers such as open boxes or compactors.
- (14) SOLID WASTE means all putrescible and nonputrescible solid, and semisolid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and

semisolid wastes, and other discarded solid and semisolid wastes. Solid waste does not include hazardous waste, radioactive waste, or medical waste as defined in Section 40191(b) of the Public Resources Code.

- (15) SOLID WASTE COLLECTION VEHICLE means any heavy-duty vehicle used for the express purpose of collecting solid waste, yard waste, or recyclable materials from residential or commercial establishments. A solid waste collection vehicle is a vehicle having the capability to collect solid waste using, either manual or automated, front, side or rear loaders and generally operates on fixed routes.
- (16) TRANSFER VEHICLE means any heavy-duty vehicle used for the express purpose of transferring solid waste. A transfer vehicle is usually a tractor/trailer combination where the trailer is loaded at a processing or transfer station.
- (17) VEHICLE means any self-propelled, motorized device that is permitted to operate on public roads through Department of Motor Vehicle registration or the federal government.

(d) Fleet Requirements

- (1) Beginning July 9, 2010, all additions to an existing fleet, or formation of a new fleet of solid waste collection vehicles shall be by purchase or lease of alternative-fuel or pilot ignition heavy-duty vehicles, for public solid waste collection fleet operators and private solid waste collection fleet operators providing collection services subject to paragraphs (d)(3) or (d)(4) who have 15 or more solid waste collection vehicles or a combined total of 15 or more rolloff, transfer, or solid waste collection vehicles.
- (2) Beginning July 9, 2010, all additions to an existing fleet, or formation of a new fleet, of transfer or rolloff vehicles shall be by purchase or lease of alternative-fuel, pilot ignition, or dual-fuel heavy-duty vehicles when adding or replacing transfer or rolloff vehicles, for public solid waste collection fleet operators and private solid waste collection fleet operators providing collection services subject to paragraphs (d)(3) or (d)(4) who have a combined total of 15 or more transfer or rolloff vehicles.

- (3) Any governmental agency that obtains new residential solid waste collection services from private fleet operator(s) shall contract for 100 percent use of alternative-fuel or pilot ignition solid waste collection vehicles, rolloff vehicles, or transfer vehicles.
- (4) Prior to January 1, 2020, any governmental agency that obtains new commercial or renewed residential or commercial solid waste collection services from private fleet operator(s) shall contract for:
 - (A) 100 percent use of alternative-fuel or pilot ignition solid waste collection vehicles, rolloff vehicles, or transfer vehicles:
 - (i) no later than five (5) years from the date of contract service, and
 - (ii) placing a minimum number of alternative fuel vehicles into service in accordance to the following schedule:

Minimum Percentage	Deadline
20%	1 year after initial service
40%	2 years after initial service
60%	3 years after initial service
80%	4 years after initial service
100%	5 years after initial service

OR

- (B) alternative-fuel, pilot ignition, or diesel solid waste collection, roll-off, or transfer vehicles. All replacement vehicles shall meet the provisions of Paragraphs (d)(1) or (d)(2). Existing diesel powered vehicles shall be:
 - (i) twelve (12) model years or newer, for each year from the date of contract renewal or start date of new contract services, and
 - (ii) equipped with approved control devices.
- (5) Vehicles that are removed from service in compliance with subparagraphs (d)(4)(A) or (d)(4)(B) shall not be used in any other refuse collection service contracts, but would be allowed in any other refuse service if the vehicles are replacing older vehicles.
- (6) Notwithstanding subparagraphs (d)(4)(A) or (d)(4)(B), all vehicles used for refuse services subject to subdivision (d) shall be alternative-fueled or pilot ignition beginning January 1, 2020.

- (7) Within 30 days upon execution of a new contract or renewed contract, the governmental agency and private fleet operator under contract shall submit a compliance report to the Executive Officer that provides the following information, at a minimum:
 - (A) Private Fleet Service Provider Contact Information, including
 - (i) name of private fleet operator,
 - (ii) street address,
 - (iii) contact person, and
 - (iv) telephone number.
 - (B) Description of service contract, including
 - (i) start of service date,
 - (ii) general description of services to be provided, and
 - (iii) contract timeframe for base year, option years, and renewal provisions if applicable.
 - (C) Inventory of refuse vehicles to begin service under a new or renewed contract, identified by:
 - (i) application (solid waste collection, rolloff, or transfer),
 - (ii) vehicle identification number,
 - (iii) license plate number,
 - (iv) engine model year,
 - (v) fuel type, and
 - (vi) domicile location.
 - (D) For renewed contracts, identification of rule provision, either subparagraphs (d)(4)(A) or (d)(4)(B), and planned purchases of alternative-fuel or pilot solid waste collection, rolloff, and transfer vehicles, to be used for rule compliance through January 1, 2020.
- (e) Equipment Breakdown
 - (1) A public or private solid waste collection fleet operator is permitted to substitute the use of a non-rule compliant backup solid waste collection, rolloff, or transfer vehicle if there is a breakdown of a rule compliant vehicle for a period lasting no longer than fourteen (14) calendar days provided that the following requirements are satisfied:
 - (A) a rule compliant solid waste collection vehicle, rolloff vehicle, or transfer vehicle is not available, and

- (B) except for traffic accidents, the breakdown was not caused by operator error, neglect, improper operation or maintenance procedures, as determined by the Executive Officer.
 - (2) If the vehicle breakdown will last for more than fourteen (14) calendar days, the public or private solid waste collection fleet operator shall submit a signed and dated Technical Infeasibility Certification Request (TICR) as required under Subdivision (f) to the Executive Officer for approval prior to the expiration of the fourteen (14) day period, pursuant to paragraph (f)(2).
- (f) Technical Infeasibility Certification Request
- (1) If non-rule compliant vehicles need to be temporarily used due to either:
 - (A) delayed delivery of rule compliant vehicles beyond the applicable compliance dates according to paragraphs (d)(3), (d)(4), and (d)(6), or
 - (B) the availability of an alternative fuel refueling infrastructure at the time of execution of a new contract or renewal of an existing contract,the government agency and private solid waste collection fleet operator shall submit a signed and dated Technical Infeasibility Certification Request (TICR) to the Executive Officer for approval at least thirty (30) days prior to the use of noncompliant vehicles. TICRs shall demonstrate:
 - (i) the unavailability of rule compliant vehicle(s), or
 - (ii) the unavailability of alternative-fuel refueling infrastructure within 5 miles from where the rule compliant vehicles are domiciled or that the existing alternative fuel refueling infrastructure is not capable of refueling the alternative fueled vehicles.This demonstration shall consist of vehicle purchase order(s), expected delivery timeframe(s), and vehicle manufacturer information that verifies delayed delivery of vehicles; or expected timeframe for the construction of an alternative-fueled refueling infrastructure, but no more than two (2) years from the date of approval of a TICR.
 - (2) TICRs submitted pursuant to paragraph (e)(2) shall demonstrate the length of time necessary to repair the vehicle breakdown, or if the vehicle is rendered completely inoperable, the time to order a new rule-compliant vehicle or the time needed to place a rule-compliant vehicle into service, beyond the initial fourteen (14) calendar day breakdown period. At a minimum the demonstration shall identify the vehicle undergoing repair by type and VIN, vehicle repair location, specific repairs being performed, and justification for period of time necessary for repair.

- (3) Pursuant to requirements contained in paragraphs (d)(1) or (d)(2), a TICR may be submitted to the Executive Officer to obtain approval for the purchase and use of non-rule compliant solid waste collection vehicle(s), rolloff vehicle(s), or transfer vehicle(s) where:
 - (A) no rule compliant engine and chassis configuration is available commercially or could be used, or
 - (B) dedicated vehicles are used to routinely transport solid waste into and out of the District.
- (4) If a private solid waste collection fleet operator complying with the provisions of subparagraph (d)(4)(A) demonstrates that within the fleet's total refuse vehicle count as provided in subparagraph (d)(4)(A), there is a sufficient number of alternative-fueled or pilot ignition refuse vehicles that meet or exceeds the minimum requirements in each year of the phase-in, the private solid waste collection fleet operator may request a TICR to extend compliance of the phase-in by one year.
 - (A) Up to two (2) one-year extensions may be granted under this request. The second request for a one-year extension shall be based on the requirements of the applicable year from the date of execution of the new contract or contract renewal.
 - (B) All vehicle purchases shall meet the provisions of paragraphs (d)(1) or (d)(2).
 - (C) The fleet must demonstrate full compliance by the end of the extended phase-in period by submitting a new or revised compliance report as required under subparagraph (d)(7).
- (5) A private fleet operator with a combined total of less than 50 solid waste collection vehicles, rolloff vehicles, or transfer vehicles may obtain up to two (2) one-year extensions to extend compliance under paragraph (d)(4), if the private fleet operator demonstrates to the Executive Officer that the operator does not have the financial resources to purchase a sufficient number of rule compliance vehicles as required under paragraph (d)(4).
- (6) Within seven (7) calendar days of receipt of a completed TICR submitted pursuant to paragraphs (f)(1) and (f)(2), and within forty-five (45) calendar days of receipt of a completed TICR submitted pursuant to paragraph (f)(3), the Executive Officer will either approve or disapprove the TICR in writing, indicating the reasons for disapproval. The Executive Officer shall disapprove a

TICR if it does not meet the demonstration requirements of paragraphs (f)(1), (f)(2), or (f)(3). If a TICR is disapproved by the Executive Officer:

- (A) The reasons for disapproval shall be given to the applicant in writing.
 - (B) Upon receipt of a notice of a disapproved TICR, the fleet operator shall use rule compliant vehicles pursuant to subdivision (d).
 - (C) The fleet operator may resubmit a TICR at any time after receiving a disapproval notification, but must still use rule compliant vehicles pursuant to subdivision (d) until such time as the Executive Officer approves a TICR.
- (7) A TICR is subject to plan filing and evaluation fees as described in Rule 306.

(g) Exemptions

The provisions of this rule shall not apply to the following:

- (1) No more than ten evaluation/test vehicles per fleet, provided by or operated by vehicle manufacturer for testing or evaluation, exclusively.
- (2) Heavy-duty vehicles not used for the express purpose of collecting solid waste from residential or commercial establishments or transferring of solid waste from a waste transfer station to a landfill.
- (3) Any vehicle added to or replacing a vehicle in an existing fleet after the applicable implementation date of this rule, as specified in subdivision (d), as long as the purchase contract for acquisition of such vehicle is signed before the date of adoption of this rule. This exemption does not apply to the execution of options to acquire vehicles where the option is executed after the date of adoption of this rule and where vehicle delivery does not occur until after the applicable implementation date as specified in subdivision (d).
- (4) Notwithstanding the provisions of paragraph (d)(3) and prior to January 1, 2020, if a private solid waste collection fleet operator acquires the entire collection fleet vehicles for one or more service segments (such as residential recycling, residential garbage, commercial recycling or commercial garbage) from a public solid waste collection fleet operator and contracts with that public solid waste fleet operator for those collection services, the private solid waste collection fleet operator may elect to comply with the provisions of paragraph (d)(4).
- (5) Vehicles contracted for solid waste collection services provided that the solicitation to obtain new or renewed solid waste collection services from private solid waste collection fleet operators was opened prior to June 1, 2010.

- (6) Private fleets with a combined total number of fifteen (15) or fewer vehicles operating under a franchise agreement may elect to comply with the provisions of paragraphs (d)(1) and (d)(2) in place of paragraphs (d)(3) and (d)(4), provided that all non-alternative fueled vehicles are equipped with approved control devices as defined in paragraph (c)(2).
- (7) When the remainder of the fleet subject to subdivision (d) consists of alternative-fuel or pilot ignition heavy-duty vehicles,
 - (A) for public or private fleets with greater than 15 but less than or equal to 50 solid waste collection, rolloff, and transfer vehicles, no more than three (3) heavy-duty vehicles that do not meet the requirements of subdivision (d) may be part of the fleet at any given time, and
 - (B) for public or private fleets with greater than 50 solid waste collection, rolloff, and transfer vehicles:
 - (i) no more than three (3) percent of the solid waste collection vehicles subject to Subdivision (d) that do not meet the requirements of subdivision (d) may be part of the fleet at any given time; and
 - (ii) no more than twenty (20) percent of the rolloff and transfer vehicles subject to Subdivision (d) that do not meet the requirements of subdivision (d) and meet 2010 or cleaner exhaust emission standards may be part of the fleet at any given time.
 - (C) Any vehicles subject to the provisions of this section shall be equipped with approved control devices if the engines do not meet 2010 exhaust emission standards.
- (h) Compliance Auditing and Enforcement
 - (1) The fleet operator shall provide at the request of the District any files and/or records created to comply with subdivisions (d) and (e) including fleet-specific information, such as a list of official DMV registrations, manufacturer, model-year, model, engine family number, fuel type, fuel usage of each fleet vehicle, and backup vehicle annual mileage. The fleet operator shall keep all required records for a minimum of two years.
 - (2) Any fleet operator seeking an exemption under subdivision (g) shall supply proof that their vehicle or fleet is exempted from this rule when requested by the District.

- (3) No later than December 31, 2011, any fleet operator with 15 or more, but fewer than 50 vehicles subject to subdivision (d) shall submit a letter to the Executive Officer outlining the intended source of alternative fuel to be used for compliance purposes.
 - (4) Any violation by a government agency of any provision of this rule or by a fleet operator of a contract or franchise agreement requirement for the use of alternative-fuel, pilot ignition, or dual-fuel vehicles, or the use of vehicles that are not authorized by this rule, is a violation of this rule.
- (i) **Severability**
- If any provision of this rule is held by judicial order to be invalid, or invalid or inapplicable to any person or circumstance, such order shall not affect the validity of the remainder of this rule, or the validity or applicability of such provision to other persons or circumstances. In the event any of the exceptions to this rule is held by judicial order to be invalid, the persons or circumstances covered by the exception shall instead be required to comply with the remainder of this rule.

