

NO. C-110634-2

**AMENDMENT NO. 2 TO  
CONTRACT NO. C-110634**

**BETWEEN THE**

**CITY OF LOS ANGELES**

**AND**

**TERRA RENEWAL, LLC.**

**FOR**

**THE BENEFICIAL USE OF**

**CITY BIOSOLIDS**

**BUREAU OF SANITATION  
DEPARTMENT OF PUBLIC WORKS  
CITY OF LOS ANGELES**

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AMENDMENT NO. 2 TO CONTRACT NO. 110634  
BETWEEN THE CITY OF LOS ANGELES  
AND TERRA RENEWAL, LLC FOR THE  
BENEFICIAL USE OF CITY BIOSOLIDS

This Amendment No. 2 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as "CITY") and TERRA RENEWAL, LLC (herein after referred to as "TERRA RENEWAL") and is set forth as follows:

WITNESSETH

WHEREAS, CITY currently produces approximately 665 wet tons per day (WTPD) of biosolids at its Hyperion and Terminal Island wastewater treatment plants; and

WHEREAS, CITY is committed to finding innovative and creative means of beneficially using its BIOSOLIDS; and

WHEREAS, BIOSOLIDS are nutrient rich organic material, generated in the treatment of wastewater, and can be beneficially used; and

WHEREAS, CITY's BIOSOLIDS are known to contain nitrogen and other nutrients making it rich in organic matter and thereby making it a highly desirable soil amendment; and

WHEREAS, CITY's BIOSOLIDS meet U.S. EPA's regulations and state guidelines for composting, land application, and other beneficial uses; and

WHEREAS, CITY and TERRA RENEWAL aka SOLID SOLUTIONS, LLC entered into an Agreement for BIOSOLIDS beneficial use activities on October 4, 2007 (Contract No. 110634); and

WHEREAS, TERRA RENEWAL has assumed responsibility for the loading, transporting, and beneficial use of CITY BIOSOLIDS at CITY-approved sites; and

WHEREAS, Contract C-110634 with TERRA RENEWAL was amended on August 15, 2011 for an additional two (2) terms, 2 years for each term, renewable after the first 2-year term; and

WHEREAS, TERRA RENEWAL has provided satisfactory services to the CITY thus far, and has proved that they are a reliable contractor; and

WHEREAS, CITY desires to retain TERRA RENEWAL to provide the required services for the CITY's BIOSOLIDS beneficial uses as a part of the CITY's BIOSOLIDS Diversification Program; and

WHEREAS, this amendment is for three (3) years with one, two (2) year renewal option, and the total ceiling cost for this entire Agreement is approximately \$28,986,250; and

WHEREAS, TERRA RENEWAL has agreed to continue to perform the above-referenced tasks in an environmentally sound manner in accordance with all applicable laws, regulations, rules and other requirements of local, state and federal governments;

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 - CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN

No change to this Article.

ARTICLE 2 - DEFINITIONS

No change to this Article.

ARTICLE 3 - PROJECT DESCRIPTION

No change to this Article.

ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY TERRA RENEWAL

Add Subarticle 4.15 to read as follows:

4.15 Maintenance of Records

TERRA RENEWAL shall maintain all records, including but not limited to, records of financial transactions, work data, weight receipts, documents, proceedings, and activities pertaining to the performance of the Contract, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than four (4) years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY's representative at any time during the term of the Contract and within the four (4) years following final payment made by the CITY hereunder or the expiration date of the Contract, whichever occurs last. TERRA RENEWAL shall provide any reports requested by the CITY regarding performance of the Contract within thirty (30) business days of the request by the CITY. Any subcontract entered into by TERRA RENEWAL, as authorized under the terms of this Agreement, shall include a like provision for work to be performed under the Contract.

ARTICLE 5 – KEY PERSONNEL

No change to this Article.

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

No change to this Article.

ARTICLE 7 – TERM OF AGREEMENT

Modify this Article to read as follows:

This Agreement shall be for one (1) term of three (3) years with one (1), two (2) year renewal option to be exercised at the CITY's sole discretion. The Agreement shall be effective on August 12, 2015, unless terminated as provided under Article 8.

ARTICLE 8 – TERMINATION

Modify this Article to read as follows:

- 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.
- 8.2 This Agreement may be terminated in whole or in part in writing by the CITY for its convenience, provided that TERRA RENEWAL 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, TERRA RENEWAL 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 TERRA RENEWAL, or if TERRA RENEWAL makes an assignment for the benefit of creditors or (2) TERRA RENEWAL 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 TERRA RENEWAL at the time of termination may be adjusted to cover any additional costs to the CITY because of TERRA RENEWAL'S default.

If termination for default is effected by TERRA RENEWAL 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 TERRA RENEWAL for services rendered and expenses incurred prior to the termination, excluding attorney's fees, in addition to termination settlement costs reasonably incurred by TERRA RENEWAL relating to written commitments that were executed prior to the termination. Thereafter, TERRA RENEWAL 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, TERRA RENEWAL shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY within thirty (30) days of said termination action all finished or unfinished documents and materials produced or procured under this Agreement, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. TERRA RENEWAL agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein within thirty (30) business days of said termination.

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 TERRA RENEWAL to fulfill contractual obligations, it is determined that TERRA RENEWAL 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 Agreement.

ARTICLE 9 – SUBCONTRACT APPROVAL

Modify this Article to read as follows:

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY showing the subcontractor's name and dollar amount of each subcontract. Wholly-owned subsidiaries of TERRA RENEWAL shall not be considered subcontractors TERRA



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

ARTICLE 10 - COMPENSATION, INVOICING AND PAYMENT

Modify Sub-article 10.9 to read as follows:

10.9 The total ceiling cost for all fees and services identified in the original Agreement, Amendment No. 1, and Amendment No. 2 is approximately \$28,986,250.

ARTICLE 11 – AMENDMENTS, CHANGES OR MODIFICATION

No change to this Article.

ARTICLE 12 – INDEMNIFICATION

No change to this Article.

ARTICLE 13 – INDEPENDENT CONTRACTORS

No change to this Article.

ARTICLE 14 – WARRANTY

No change to this Article.

ARTICLE 15 – OWNERSHIP OF DATA

No change to this Article

ARTICLE 16 – NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION

Modify this Article to read as follows:

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. TERRA

RENEWAL 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, TERRA RENEWAL 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 TERRA RENEWAL, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

#### 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, TERRA RENEWAL agrees and represents that it will provide equal employment practices and TERRA RENEWAL 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. TERRA RENEWAL 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. TERRA RENEWAL will, in all solicitations or advertisements for employees placed by or on behalf of TERRA RENEWAL, 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, TERRA RENEWAL 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. TERRA RENEWAL 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 within ten (10) business days of such request by the CITY. On their or either of their request TERRA RENEWAL 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 TERRA RENEWAL 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 TERRA RENEWAL is an irresponsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such a determination, TERRA RENEWAL shall be disqualified from being awarded a contract with the CITY for a period of two years, or until TERRA RENEWAL 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, TERRA RENEWAL 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 TERRA RENEWAL, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of TERRA RENEWAL to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject TERRA RENEWAL to the imposition of any and all sanctions allowed by law, including but not limited to termination of the TERRA RENEWAL'S Contract with the CITY.

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, TERRA RENEWAL certifies and represents that TERRA RENEWAL 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. TERRA RENEWAL shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. TERRA RENEWAL will, in all solicitations or advertisements for employees placed by or on behalf of TERRA RENEWAL, 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, TERRA RENEWAL shall certify on an electronic or hard copy form to be supplied, that TERRA RENEWAL 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. TERRA RENEWAL shall permit access to and may be required to provide certified copies of all of its records within ten (10) days 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 TERRA RENEWAL 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 TERRA RENEWAL is an irresponsible bidder or proposer pursuant to the provisions of the City of Los Angeles Administrative Code 10.40, et seq. In the event of such determination, TERRA RENEWAL 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 TERRA RENEWAL 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 TERRA RENEWAL 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. TERRA RENEWAL 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, TERRA RENEWAL 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, TERRA RENEWAL 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. TERRA RENEWAL 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 TERRA RENEWAL.

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 TERRA RENEWAL 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 TERRA RENEWAL's Contract with the CITY.

#### ARTICLE 17 – MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

No change to this Article.

#### ARTICLE 18 – SUCCESSORS AND ASSIGNS

No change to this Article.

#### ARTICLE 19 – CONTACT PERSONS – PROPER ADDRESSES – NOTIFICATION

Modify this Article to read as follows:

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

##### To the CITY

Timeyin Dafeta, Plant Manager  
Bureau of Sanitation - Hyperion Treatment Plant  
Attn: Emmanuel E. Alloh, Environmental Engineer  
12000 Vista Del Mar  
Playa Del Rey, California 90293  
Telephone Number (310) 648-5211      Fax No. (310) 648-5070  
Emmanuel.Alloh@lacity.org

To TERRA RENEWAL

Jeff Thurber, Manager  
TERRA RENEWAL  
12340 Seal Beach Boulevard, # B-383  
Seal Beach, CA 90740  
Telephone Number (877) 765-4377  
Jeff.Thurber@Terrar renewal.com

Fax No. (949) 442-9992

Or

Chris Marks, Manager  
TERRA RENEWAL  
12812 Valley View St., #9  
Garden Grove, CA 92845  
Telephone Number (714) 799-0801  
Chris.Marks@Terrar renewal.com

Fax No. (714) 799-0140

ARTICLE 20 – FORCE MAJEURE

No change to this Article

ARTICLE 21 – SEVERABILITY

No change to this Article.

ARTICLE 22 – DISPUTES

No change to this Article.

ARTICLE 23 – ENTIRE AGREEMENT

No change to this Article.

ARTICLE 24 – APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

No change to this Article

ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION  
CERTIFICATE REQUIRED

No change to this Article



ARTICLE 26 – EQUAL BENEFITS ORDINANCE

No change to this Article

ARTICLE 27 – CHILD SUPPORT ASSIGNMENT ORDERS

No change to this Article

ARTICLE 28 – AMERICANS WITH DISABILITIES ACT

No change to this Article

ARTICLE 29 – LIVING WAGE ORDINANCE AND SERVICE CONTRACT WORKER RETENTION ORDINANCE

No change to this Article

ARTICLE 30 – INSURANCE

Modify this Article to read as follows:

During the term of this Contract and without limiting TERRA RENEWAL's indemnification of the CITY, TERRA RENEWAL 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 TERRA RENEWAL but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in Attachment 5 hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in Attachment 5, 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. TERRA RENEWAL shall comply with all insurance Contractual Requirements shown on Attachment 5 hereto. Attachment 5 is hereby incorporated by reference and made a part of this Contract.

ARTICLE 31 – SLAVERY DISCLOSURE ORDINANCE

No change to this Article

ARTICLE 32 – WAIVER

No change to this Article

ARTICLE 33- PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

No change to this Article

ARTICLE 34 - PERMITS

No change to this Article

ARTICLE 35 - CLAIMS FOR LABOR AND MATERIALS

No change to this Article

ARTICLE 36- CONTRACTOR RESPONSIBILITY ORDINANCE

No change to this Article

ARTICLE 37 – DISCOUNT TERMS

No change to this Article.

ARTICLE 38 – BREACH

No change to this Article

ARTICLE 39 - MUNICIPAL LOBBYING ORDINANCE

No change to this Article

ARTICLE 40 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

No change to this Article

ARTICLE 41 – FIRST SOURCE HIRING ORDINANCE

No change to this Article

(Add) ARTICLE 42 - 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, RBM 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.

(Add) ARTICLE 43 - IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit"

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in quadruplicate, and this Agreement is executed by the City of Los Angeles, acting by and through its Board of Public Works, and by TERRA RENEWAL.

FOR THE CITY OF LOS ANGELES  
APPROVED AND AGREED TO:

FOR RBM  
APPROVED AND AGREED TO:

BY \_\_\_\_\_  
Board of Public Works

BY \_\_\_\_\_  
Board of Public Works

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

BY \_\_\_\_\_  
JOHN A. CARVALHO  
Deputy City Attorney

Date: \_\_\_\_\_

BY \_\_\_\_\_  
JEFF THURBER, General Manager  
TERRA RENEWAL LLC

Date: \_\_\_\_\_

ATTEST:

HOLLY WOLCOTT, City Clerk

BY \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_